

"We have come here to stay, and...
it is up to us, as to no one else in Georgia,
to do all we can to build up the territory
we serve. We want to be considered a
citizen wherever we serve."

- Preston Arkwright

# MEMORANDUM of AGREEMENT

# **Covering Employees in Transmission**

between

# GEORGIA POWER COMPANY

and

**LOCAL UNION No. 84** 

of the

OF ELECTRICAL WORKERS

Effective July 1, 2011 through June 30, 2016

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# **GENERAL**

## MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into by and between the GEORGIA POWER COMPANY, a corporation of the State of Georgia, herein after called the "Company and/or Management" party of the first part, and Local No. 84, of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, hereinafter called the "Union," party of the second part. This Agreement shall be binding upon the parties and their respective successors and assigns.

WITNESSETH: That for the purpose of facilitating the peaceful adjustment of all disputes which may from time to time arise, and to establish a standard of conditions under which the employees covered by this Agreement shall work for the Company during the term of this Agreement, and to provide for rates of pay, hours of work and other conditions of employment for such employees, and to promote harmony and efficiency in the departments of the Company where members of the Union are employed, the parties hereto contract and agree with each other as follows, to wit:

#### ARTICI F I

# **BARGAINING - REPRESENTATION**

1. The Company recognizes the right of its employees to bargain collectively through representatives of their own choosing, and recognizes the Union as the exclusive representative of the employees in the sections covered by this Agreement for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, working conditions and other conditions of employment herein provided for. It is agreed that representatives of the Union and the representatives of Management will deal with each other in such manner as to inspire confidence and respect.

#### ARTICI F II

## SCOPE

2. This Agreement shall only apply to regular, full-time monthly salaried employees of the Company, except as provided for in Paragraph 5 hereinafter, working in the sections listed below in the classifications in Exhibit "A," Wage Schedules, attached hereto and made a part hereof.

# SECTIONS:

III-A Substation Maintenance Crews

III-B Transmission Line Maintenance

III-C Substation Operators

V. The Repair Shop

VI-A. Special Substation and Generating Plant

Construction Crews

VI-B. Special Line Construction Crews

XIV. Materials Department

- 3. All new employees hired to fill any of the classifications covered by this Agreement will be considered as on trial for the first 12 months of their employment. During this trial period, such employees must show an aptitude for the work in which they are engaged. During this probationary period, Management may, at its option, transfer, lay off, or dismiss such employees without being required to state the reasons for the action. Upon completion of the trial period, the employee shall be immediately credited with the seniority which accumulated during the trial period.
- 5. Management shall have the right to assign to sections covered by this Agreement Student Engineers and Co-op Students as a part of a training period. Summer Students shall be assigned as supplemental help. While so employed, such Student Engineers, Co-op Students, and Summer Students shall neither be affected by provisions of this Agreement, nor by their employment shall they affect the status, or prevent the employment or promotion of others who are covered by this Agreement.

- The Company agrees that it will during the life of Agreement honor written voluntary individual membership dues check-off requests of regular full-time employees in the classifications covered by this Agreement. until such check-off request is revoked in writing by the Such check-off request shall authorize the employee. Company to deduct current membership dues and membership dues in arrears which shall be certified to by the Union. Dues in arrears shall not be deducted at the rate of more than one month's dues, in any one month. Company will remit the dues so deducted to the Union.
- 7. If the present Federal and State statutes which prohibit modified union shops and irrevocable check-offs should be repealed or amended so as to permit the type of modified union shop and check-off in effect between the parties under contracts in force prior to the enactment of such statutes, Management agrees that it will upon written request from the Union meet with the Union within 30 days after the receipt of such request and negotiate an appropriate provision embodying the principles of previous agreements between Management and the Union containing modified union shop and check-off provisions. Such provisions, when negotiated, if otherwise legal, shall become effective on a date agreed upon by the parties but in no event shall be retroactive beyond such date.
- 8. Any and all employees working in any of the classifications of the sections under Paragraph 2 shall have the right to join the Union as they individually prefer. It is agreed there shall be no discrimination for or against any employee of the Company on account of membership in the Union or interference with any such employees in joining or desiring to join the Union. Likewise, no employee of the Company shall be discriminated against for non-membership in the Union. Neither the Union nor any employees of the Company, members of the Union, shall attempt to coerce any employees of the Company into joining the Union against their will or interfere with them in any way because of failure or refusal on their part to join the Union.

#### ARTICLE III

## **MANAGEMENT**

9. The right to hire, discipline, and/or discharge employees for reasonable or sufficient cause, and the full right of management of the properties is reserved to and shall be vested exclusively with the Management of the Company. Such rights shall include, but not be limited to, the right of Management to determine at any and all times how many employees it will employ or retain, together with the right to exercise full control and discipline in the interest of proper service, operation, and efficient and economical conduct of its business, subject to the other provisions of this Agreement. The foregoing rights shall be subject to arbitration under the provisions of Article XIII only to the extent that they are modified or limited by other specific provisions of this Agreement.

#### ARTICLE IV

# LOYALTY AND EFFICIENCY

10. Employees of the Company, members of the Union, agree that they will perform loyal and efficient work and service; that they will use their influence and best endeavors to protect the property of the Company and its interest; and, that they will cooperate with Management in promoting and advancing the welfare and prosperity of same at all times. No employee of the Company shall at any time be discriminated against because of membership or non-membership in the Union.

#### ARTICLE V

#### SAFETY

11. In the handling of all work, Management is required to see that sufficient qualified employees, equipped with the necessary safety devices, are on the job to properly and safely handle the work to be done. The safety of the employees is a matter of paramount importance, and safety shall receive first consideration. No employee shall take any undue risk in the performance of job duties which is

considered unsafe (by the employee or the employee's supervision) to either the employee or co-workers. Both the employee and supervision shall use good faith in administering this portion of the contract.

12. Accident Investigating Committees appointed by Management to investigate accidents involving employees covered by this Agreement shall include an equal number of employees currently in the Bargaining Unit. If a report by such an Accident Investigating Committee is deemed unfair to an employee, this issue may be taken up as a grievance as provided for in Article XIII.

# ARTICLE VI

#### BENEFITS

13(a). The number of eligible vacation days full-time employees in classifications covered by this Agreement accrue during the first calendar year of employment (or during the calendar year in which they are rehired or return to work following a leave of absence) will be prorated based upon the quarter in which employees are hired (or are rehired or return to work following a leave of absence) with the exception that when determining how much vacation a newly hired employee should receive, managers have the discretion to recognize certain prior, non-Southern Company experience:

Employees hired, rehired or returning to work in this quarter:	Will receive this amount of vacation for that calendar year:	Or this percentage of the amount the employee would have accrued if he or she had been hired on January 1 of that year:  (for employees who are rehired or hired with credit for prior, non-Southern Company experience)
1 <sup>st</sup> Quarter (Jan. 1 through Mar. 31)	80 hours	100%
2 <sup>nd</sup> Quarter (Apr. 1 through June 30)	64 hours	80%
3 <sup>rd</sup> Quarter (July 1 through Sept. 30)	48 hours	60%
4 <sup>th</sup> Quarter (Oct. 1 through Dec. 31)	32 hours	40%

Effective January 1, 2012 and after the first calendar year of employment, employees will accrue vacation during each year of employment based on the combined years of accumulated service completed during that calendar year with system companies of the Southern Company.

- 1 up to and including 2 years of service 80 hours:
- 3 up to and including 4 years of service 96 hours;
- 5 up to and including 9 years of service 120 hours;

- 10 up to and including 14 years of service 136 hours;
- 15 up to and including 19 years of service 160 hours;
- 20 up to and including 24 years of service 176 hours; and
- 25 or more years of service 200 hours.

Time off for vacation will be paid at an employee's straight-time, hourly rate. A vacation may not be waived by an employee and extra pay received for work during the vacation period except by mutual consent of the employee and Management. An employee who is eligible for a vacation may, with management approval, carry over up to 80 hours of vacation into the next calendar year except when employees have purchased vacation. Purchased vacation, effective January 1, 2012, may not be carried over and must be taken after all other accrued vacation is used pursuant to the Memorandum of Understanding concerning Evolving Benefits and Federal regulations. Federal regulations employees from using purchased vacation beyond the end of the year for which it is purchased for use, and all other vacation days must be used before purchased vacation may be used.

Should an employee covered by this Agreement be recalled for emergency duty while on vacation, the employee shall receive vacation pay, and in addition thereto, the employee shall be paid at 1½ times regular straight time rates for the time actually worked during such vacation period, or, at the employee's option, the employee will be granted additional vacation time in lieu of the vacation time lost as a result of such recall. In the event of such recall, the Company will pay all reasonable expenses which the employee may incur as a result of the recall.

An employee who is eligible for a vacation under the above conditions, who has not had a vacation during the current calendar year, and who is laid off due to lack of work before the employee's scheduled vacation begins shall be entitled to vacation pay.

If one of the days observed as a holiday specified in Paragraph 13(c) of this Agreement occurs while the employee is on vacation, the employee shall be granted an additional day off at some mutually convenient time, or at Management's option, the employee shall be granted an additional day's pay in lieu of such holiday. Shift employees shall be allowed to take their vacations in periods of one week (seven days, Saturday through Friday), two weeks. three weeks, four weeks, or five weeks if eligible. However, the selection of vacation periods must be made during the time the vacation schedule is posted for such purpose or the vacation periods will be assigned. While every effort will be made to accommodate the desires of the employees. vacations will be scheduled by the department heads during any of the 52 weeks in the calendar year. However, the number of employees scheduled to be off on vacation at any one time may be limited so as to interfere as little as possible with the service. Selection is based on the employee's classification and latest bargaining-unit date with Georgia Employees whose permanent job location or classification is changed for any reason before their scheduled vacation begins shall have their vacation period or periods assigned by supervision at the new location or in the new classification. However, consideration will be given to the employees' desire insofar as the vacation schedule will permit.

Effective January 1, 2012 and transitioning until 2017, employees will be recognized for their long tenure with an additional week of vacation in the calendar years that they celebrate specific hire date anniversaries. Beginning in 2017, bonus hours will be awarded on January 1, of the calendar year in which the employee completes 30, 35, 40, 50, 60, and 65 years of service pursuant to the Memorandum of Understanding concerning Evolving Benefits.

13(b). In the case of a personal illness or nonoccupational injury where the employee is unable to report for duty, the employee shall be paid one working day for each day of accrued sick leave during such absences. Accrual of sick days will be as follows:

- No days for the first six months of continuous employment
- 2. Five days upon completion of six months of continuous employment
- Five additional days on the anniversary date of the first year of continuous employment for a maximum of 10 days for the first year of continuous employment
- 4. Thereafter, 10 days per calendar year to be credited January 1 of each year following completion of the first year of continuous employment, not to exceed the total days as provided in this sub-paragraph.

Unused sick leave may be accrued at the rate of 10 days per calendar year to a total of 140 working days. Employees who are away from work due to personal illness or non-occupational injury shall not be entitled to use their accrued sick leave once they have been away from work the number of days required to satisfy the waiting period for the Company's Long Term Disability Plan. Employees who return from long-term disability with accrued sick days shall be given credit for these days. Under no conditions shall an employee be entitled to more than 140 days allowance, including allowance for the current year, except when an employee with over five years service with the Company exhausts all accumulated sick leave. An employee may be considered for additional pay for time not worked due to sickness or non-occupational injury if the employee's past attendance record is satisfactory.

Up to five days (or 40 hours) per calendar year of an employee's accrued sick leave can be used for the medically necessary care of an immediate family member. Immediate family members are defined as the employee's spouse, children, and parents (not in-laws).

Sick report shall be made promptly in the event of absence from work due to personal illness or nonoccupational injury. The employee or member of the employee's immediate family shall advise the employee's immediate supervisor of such inability to report for work before the start of the employee's work schedule or shift. Failure to do so shall forfeit the employee's right to sick leave with pay unless it can be shown that it was impossible for the employee to give or cause such notice to be given to supervision. In the event of absence due to personal illness or non-occupational injury, Management may make such reasonable investigation necessary, and Management shall have the right at its option to require certification by a legally licensed physician as to an employee's illness if an employee is away from work due to illness or nonoccupational injury for more than three consecutive days. Failure to supply a doctor's certificate as required shall forfeit all rights to sick leave with pay during absence from work.

An employee who leaves the job due to personal illness after starting work at the employee's regularly scheduled starting hour will have sick leave charged in increments of not less than one hour. An employee may be docked for such time not worked or have the option of substituting sick leave to offset dock time. In no case shall an employee be paid more than eight hours of sick leave per day.

Employees desiring to use sick leave for doctor's appointments (including routine physical examinations, dental appointments, or eye examinations) must give reasonable notice to supervision.

The Union will cooperate with Management to prevent or eliminate abuses of sick leave and care of an immediate family member privileges. Any employee abusing sick leave, care of an immediate family member or non-occupational injury privileges shall be subject to discipline by Management.

A full-time active employee on the payroll as of July 1, 1977, shall be entitled to receive credit for up to 10 days per calendar year for each of the last five years as accumulated sick leave. Such accumulated sick leave shall be reduced

by each day of sick leave for which an employee was paid up to a maximum of 10 days per calendar year.

The Company will continue its established practice on occupational injury leave and funeral leave.

13(c) New Year's Day, Martin Luther King, Jr. Birthday, Good Friday, National Memorial Day, Fourth of July, Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve and Christmas Day shall be specified observed holidays for all regular full-time monthly salaried employees under this Agreement. Employees shall be entitled to pay for such holiday in accordance with the provisions set forth herein, provided they work their last scheduled work day before and their first scheduled work day after the day observed as such holiday, unless previously excused by their supervisor. Except for shift employees, whenever any of these holidays shall fall on Sunday, the following Monday shall be observed as the holiday, and whenever any of these holidays shall fall on Saturday, the preceding Friday shall be observed as the holiday. When consecutive holidays fall on Friday and Saturday or on Saturday and Sunday, the holidays will be observed on Friday and Monday. When consecutive holidays fall on Sunday and Monday, the holidays will be observed on Monday and Tuesday. For shift employees, the day to be observed as the holiday will be the calendar day on which the holiday falls.

Should the day observed as a holiday fall on an employee's scheduled work day, the employee shall receive regular pay (not to exceed eight hours at straight time rate). Should the employee be required to work on such holiday, the employee shall receive, in addition to regular pay, pay for the time actually worked, or at the employee's option, the employee will be granted additional time off, on some mutually agreeable **date**, in lieu of the time actually worked on such holiday. Payment for time worked on such holiday for all employees covered by this Agreement, will be at 1½ times regular straight time rates.

Should the day observed as a holiday fall on the employee's scheduled off day, the employee shall be

granted another day off in lieu of the holiday, or if within 10 days Management concludes that it will not be able to grant time off in lieu of such holiday, the employee shall be notified that payment will be received for the holiday (not to exceed eight hours) at regular straight time rates. Should the employee be required to work on such holiday, in addition, the employee shall receive pay for the actual hours worked at the rate specified in Article X, or at the employee's option, the employee will be granted additional time off on some mutually agreeable date, in lieu of the time actually worked on such holiday.

Employees may carry over banked holidays from one year into following years. The maximum number of holidays that an employee may have in his or her "bank" at any given time is ten. Thus, if an employee already has ten holidays in his or her "bank," the employee may not bank any additional holidays until one of the banked holidays is used.

Employees can choose to be paid for banked holidays at any time. This pay will be at the employee's current straight time rate at the time the employee requests to receive pay.

#### ARTICI F VII

#### **DEFINITIONS**

- 14. Employees hired in beginning classifications will not necessarily when first employed have any previous experience in the type work for which they are employed. However, new employees should be qualified mentally and physically and have the aptitude and desire for advancement to higher classifications.
- 15. Apprentices, when first placed in this classification will not necessarily have much experience, and will require considerable supervision. People employed in or promoted to an Apprentice classification shall be qualified to learn to do the work of a Journeyman. If an Apprentice completes the first two years of continuous employment as an Apprentice and is not by that time competent to become a Journeyman, then the Apprentice may be demoted or

discharged in order that another Apprentice may be assigned and trained.

17. Journeymen must be skilled in safely handling all phases of the work in which they are employed, with only general supervision.

#### ARTICLE VIII

## **SENIORITY - PROMOTIONS - DEMOTIONS - LAYOFFS**

18. "Divisions" as referred to in this Agreement are as follows:

Geographic Operating Division

The Repair Shop

Special Substation and Generating Plant Construction

Crews

Special Line Construction Crews

Materials Department

- 19(a). Promotions to higher classifications in the respective sections, except as qualified in (c) and (d) below, shall be based on seniority and competency. Competency being sufficient, seniority within respective classifications in the respective sections and divisions shall prevail, subject to the provisions of Paragraph 20, with the following exceptions:
  - (2) For promotion to the position of Apprentice in Special Construction Crews, Equipment Operator (Light), Winch Truck Operators, Truck Operators, and Helpers in the same section and division shall be considered as one classification for that purpose.
  - (3) For promotion to the position of Apprentice in The Repair Shop, Truck Operators and Helpers in the same section and division shall be considered as one classification for that purpose.
  - (6) For promotion to the position of Equipment Operator (Light) in Special Construction Crews, Apprentices, Winch Truck Operators, Tractor Operators, Truck Operators, and Helpers in the

- same section and division shall be considered as one classification for that purpose.
- (7) For promotion to the position of Journeymen classifications in all sections, with the exception of The Repair Shop, from the classifications of Equipment Operator (Light) or Equipment Operator (Heavy), employees must return to the appropriate Apprentice classification, assuming only the previously acquired seniority in that Apprentice classification.
- (10) Employees in Section XIV in the Geographic Operating Division (Region Operations) and at the Materials Department at Forest Park will be considered as one bid group.
- (13) Journeymen in Sections VI-A and VI-B will be considered for promotions, demotions, or transfers on the basis of their total Journeyman seniority within their respective sections, competency being sufficient, for all classifications except Crew Leader which shall be competency being equal.
  - Journeymen in Sections III-A and III-B, will be considered for promotions, demotions, or transfers on the basis of their total section seniority within their respective sections, competency being sufficient, for all classifications except Crew Leader which shall be competency being equal.
- 19(b). Demotion from a higher classification to a lower classification in the respective sections shall be based on seniority, with time spent in the higher classification plus the time spent in the lower classification considered as seniority in the lower classification, with the following exceptions:
- (1) Time spent in the classifications of Equipment Operator (Light) or Equipment Operator (Heavy) will not be considered as time in the Apprentice classifications.

- (3) Any employee covered by this Agreement, who is forced to exercise seniority over another employee in a lower classification when the number of jobs in a specific classification in a division and / or section is reduced may use former seniority for promotion back to the previous classification. Such employees bidding on a vacancy in their former classification shall be treated as making a request for a lateral transfer. Such employees forced to exercise seniority down in their route of progression two classifications (e.g., BTO to AEO) that bid on an intermediate classification (e.g., ABTO in this example) shall be treated as making a request for a lateral transfer.
- 19(c). Seniority will govern in promotions to the classification of Crew Leader, competency being equal. In accordance with this provision, promotions to the position of Crew Leader in Sections III-A, III-B, VI-A and VI-B will be made from the Journeymen in their respective sections. Employees currently in Lead Journeyman classifications will be grandfathered in their current Lead classification if not selected for a Crew Leader.
- 19(d) Employees entering Section VI-A will not be permitted to transfer to another section for 18 months. The provisions of Paragraph 19(m) are applicable. Employees in Section VI-A will be allowed to change their Route of Progression at the apprentice classification one time and the transfer will be considered as a lateral. There is no time limit for this lateral. Employees will continue to be allowed to bid to WTO or below before changing routes of progression. The LEO classification will not be considered for lateral transfers in Section VI-A.
- 19(e). Except as provided in (a)(13), (c) above, (f) below, and except as provided for in the Statewide Seniority Agreement and/or the Systematic Development Agreements, competency being sufficient, vacancies shall be filled by lateral transfer (a voluntary demotion will also be considered as a lateral transfer) as provided hereinafter or by promotion of the senior employee from the next lower classification in the respective section and division who

desires the promotion. Management shall offer the vacancies to the competent employees bidding in the respective sections and respective divisions in the order of their seniority, except as provided in (a)(13) and (c)and except as provided for in the Statewide Seniority Agreement Systematic Development Agreements. Employees covered by this Agreement may file a request in writing with their immediate supervisor for two lateral transfers during each one year period, January 1 to January 1, to another job in the same classification in the same section and division in which they are located, when such job becomes vacant. Lateral transfers to staff new headquarters or to staff new jobs which are created at an existing location will not be counted in this limitation. Any employee who is displaced by another employee with greater seniority and who has had two such lateral transfers during the current one-year period shall be entitled to another lateral transfer during that current period. When such vacancy occurs, before it is filled by promotion, it will be filled by lateral transfer of employees by seniority, competency being sufficient. Employees shall use the electronic bid system to make requests for transfer or promotion. request for transfer or bid for promotion may not be withdrawn later than the time the employee receives personal notification of having been awarded the vacancy. Any employee waiving a promotion shall retain full seniority rights for advancement to the next higher classification. When jobs are relocated because of the closing of a plant or headquarters and employees are moved not greater than eight miles, their jobs will not be posted (i.e., abolished and recreated)

- 19(f). The provisions of Paragraph (e) above shall apply to Sections III-A, III-B, and XIV (excluding generating plants) with the following exceptions:
  - (1) Bidding and transfer procedures. All newly created jobs and vacancies (jobs) will be posted for seven calendar days. Normally, jobs will be posted on Tuesdays and awarded seven days later on Tuesdays, unless noted on the bid sheet.

- (2) Winch truck operators will be given preference by seniority, competency being sufficient, for sky lifts and hole diggers.
- (3) Jobs will become effective the first Saturday immediately following the job award, and the reporting date will be Monday following the effective date. Employees who move 100 miles or more between bid locations may at their option request and receive a one week extension of their reporting date. The distance is defined by the shortest public thoroughfares. Any pay changes will take effect on the day the employee reports to the new location. Seniority for all jobs will be the effective date originally posted on the awarding notice. When employees are awarded jobs at a new location and are held over by Management at their old location beyond the reporting date of their new assignment, the Company will reimburse these employees for reasonable personal living expenses incurred as a result of being held over at the old location. Any pay changes will be effective on the original reporting date. Travel expense will be reimbursed at the current company mileage allowance rate.
- (4) Each employee desiring to compete for jobs will utilize the electronic bid system.
- (5) Employees will continue to bid by headquarters (or work group) depending on the practice at the assigned work location. (Jobs moved permanently from one work group to another work group will be bid).
- (6) Employees may have two lateral transfers per year (January to January).
- (7) Employees may turn down two job awards per calendar year (January to January). After an employee turns down a second job, any subsequent job the employee bids on, where the

- employee is (or becomes) the senior qualified bidder, is awarded automatically.
- (8) Employees who bid on a job, who are not at work for any reason, after 8:00 a.m. on Tuesday, (or award date) and who have not checked the "Auto Accept" box on the electronic bid form that they will accept the job they bid on will have their bid voided, and they shall be charged with one turndown. However, if an employee has already been charged with two turndowns during any calendar year, then the employee shall automatically be awarded any subsequent job for which that employee is or becomes the senior qualified bidder.

Bids may be withdrawn up to 4:30 p.m. on the last day of the posting period.

Any job awarding must be contested within 90 days of the award date or the award will be final.

Seniority lists will be made available on the Company's computer network.

#### AWARD PROVISIONS

- (1) The job awarding period for Tuesday (or award date) will be between the hours of 8:00 a.m. and 4:30 p.m. only. Employees working the evening or night shift on Tuesday (or award date) are not actively at work between the hours of 8:00 a.m. and 4:30 p.m. Therefore, they must check the "Auto Accept" box on the electronic bid form to accept the job they bid on. Otherwise, their bid will be voided, and they shall be charged with one turndown. However, if the employee has already been charged with two turndowns, then the employee shall automatically be awarded the job.
- (2) When a job is offered, it must be either accepted or rejected at the time it is offered. If an employee declines to accept or reject a job, the employee's failure to communicate a decision will be treated

as having rejected the job, and the employee shall be charged with one turndown. However, if the employee has already been charged with two turndowns, then the employee shall automatically be awarded the job.

19(h). Any employee unable to accept a promotion vacancy because of verified physical disability due to an illness or on-the-iob injury at the time vacancy occurs, will upon becoming physically qualified within 24 months from the date of first vacancy during period of disability, be permitted to fill said vacancy, competency being sufficient, provided the employee indicated by a bid within the bidding period (if the employee is on the job or as soon as physically possible if off the job) the employee's desire to take the promotion upon becoming physically qualified. employee, upon assuming the duties of the higher classification will be credited with seniority in the higher classification dating from date vacancy was temporarily filled during the employee's period of disability, and the person temporarily promoted to fill the vacancy will be displaced. However, the employee will retain the seniority accumulated while temporarily serving in the higher classification.

# 19(i). (Discontinued December 15, 2005)

- 19(m). An employee awarded a cross-section and/or cross-division transfer will be considered on probation for the first six months. During this trial period, the employee must demonstrate an ability to perform the work in the new classification. If the employee is not qualified at the completion of the six-month period, the employee shall be declared incompetent. The employee will have the right to return to the classification formerly held by rolling the most junior employee in the employee's old section and division/region, provided the employee has seniority over said employee.
- 20. An employee's seniority for promotions, for demotions from lack of work, and for layoff from lack of work shall be based on length of service in the employee's respective classification in a respective section and division.

If the seniority of two employees within the same classification in a section is the same, the senior employee will be determined by seniority in lower classifications in the same section and division, division time, bargaining unit time, employment date, then date of birth.

21. When a vacancy occurs for which competent employees are not available in the section and division, it may be filled by transfer from another section and/or division. In cases where an employee in the section in which the vacancy exists bids on the vacancy and is not considered sufficiently competent, the vacancy may be filled by a cross-section or cross-division transfer upon mutual consent of Management and the Union, and such consent by the Union must be submitted to Management within 10 calendar days from the closing date of the bid. Transfers in such cases will be considered temporary for the first 31 days after the Union and the employees bidding on the vacancy have been notified by letter in order that the Union may have the opportunity to take up with duly accredited officers the reasons why such transfer was made. Mutual consent of the Union will not be required for cross-section and crossdivision transfers when no one in the section in the division in which the vacancy exists bids on the vacancy. vacancy shall be awarded to the employee with the most bargaining unit time in the classifications covered by this Agreement, provided said employee has met or will meet the current pre-employment test requirement for the section and division into which this employee desires to transfer prior to bidding. An employee currently in the same route of progression as the desired job will not be required to retest. Any employee employed before January 1, 1976, shall be exempt from the pretest requirement. When a cross-section transfer is made, the employee so transferred shall retain the seniority accumulated from the former section and division at the time of such transfer. Seniority retained in a former section may not be used in an employee's present section for any purpose; however, in case of layoff due to lack of work in an employee's present section, such retained seniority may be used in the former section as the employee's protection against layoff except as qualified in 19(b)(3). Upon returning to the former section by means of another cross-section transfer, or layoff due to lack of work in the employee's present section, the retained seniority may, thereafter, be used in that section for any and all purposes provided for in this Agreement. An employee shall be limited to one cross-section and/or division transfer, initiated at the employee's request, per calendar year, beginning January 1, not including any such transfer resulting from layoff due to lack of work. Sections and divisions, as referred to in this paragraph, are as listed in Paragraph 2 and Paragraph 18.

- 22(a). When a promotion is made, or a vacancy is filled by transfer, within any of the classifications covered by this Agreement, Management will notify the Union within 30 days and will give the Union the name of the person selected for such promotion or transfer. If the senior employee bidding on a promotion or transfer is not awarded the job, the senior employee will be told, if practicable before the job is filled, the reason or reasons why and such conversation confirmed by letter to the employee with a copy to the Union. Promotions or lateral transfers not made according to seniority of those bidding for such vacancy within their own section and division before the expiration of the posting period will be considered temporary for the first 31 days after the Union and the employee have been notified by letter in order that the Union may have the opportunity to take up with Management the reasons why the promotion or transfer was not made according to seniority.
- 22(b). Management will notify Local Union #84, International Brotherhood of Electrical Workers, as promptly as possible in the event any job is to be discontinued.
- 23. Any employee temporarily relieving or substituting for another employee in a higher classification covered by this Agreement shall be paid on the schedule of the rate of such higher classification for the time the employee actually works in the higher classification, provided the employee works in the higher classification for one hour or more at any given time. In the event an employee is paid at a higher rate for relieving in a higher classification the last scheduled work day before and the first scheduled work day after a holiday, this employee shall receive pay for the holiday at the higher

rate. If, during the period an employee is being paid at a higher rate for relieving in a higher classification, a rainy day occurs, this employee will receive pay for the rainy day at the higher rate. When an employee temporarily relieves or substitutes for an employee in a lower classification, the rate of pay for the employee who temporarily relieves or substitutes shall not change.

While it may be necessary to promote employees to lead Journeyman or Crew Leader to fill temporary needs in addition to relieving or substituting as provided above, such practices will be kept at a minimum at each location. The application of the provisions of Paragraph 23 will be in accordance with Exhibits "A" & "I" of this Memorandum of Agreement. Temporary promotion to the position of Supervisor shall be handled under the terms of Exhibit "A" and will require two hours of work in the Supervisor position to qualify for higher pay.

26(a). In case of a layoff or demotion due to lack of work, such layoff or demotion shall be based upon seniority, where the competency of the senior employee is sufficient in the respective section and division, except as provided in Paragraphs 20 and 21. When an increase in employees is necessary in any section of a division, regular employees who have been previously laid off in such sections with more than five years of continuous service will be given preference for vacancies within the same section and division from which they were laid off during the first two years of such layoff, and regular employees with from one to five years of continuous service will be given preference for vacancies within the same section and division from which they were laid off during the first year of such layoff, provided they are available for work, competent to fill the job that is open and pass the physical examination required by the Company's employment policy. Such employees who are re-employed in the sections and divisions from which they were laid off shall not lose any seniority under this Agreement.

26(b).

 If an employee with recall rights as provided herein has received notice of layoff due to lack of

- work and subsequently transfers to another section either before or after the actual layoff occurs, such employee will retain seniority accumulated while in the former section for purpose of recall.
- (2) An employee with recall rights as provided herein who is laid off due to lack of work may request a cross-section and/or cross-division transfer and will receive the same consideration as a full-time employee.
- 27(a). When a demotion is made on account of incompetency due to physical disability, the employee shall be demoted to the classification in which the physical disability will permit the employee to safely perform the required duties. However, the employee will continue to accrue seniority in the classification from which the employee was demoted for a period of time not to exceed 24 months. When such employee becomes competent to work in the classification from which the employee was demoted. the employee may reclaim the old job in the same manner as an employee who has been absent from work due to illness or injury. When a demotion is made on account of incompetency for reasons other than physical disability, the employee demoted shall go to the bottom of the list of seniority for the particular job from which the employee is demoted, but the employee retains all other seniority rights.
- 27(b). Any employee who is absent from work due to an on-or off-the-job injury or illness shall continue to accrue seniority for a period of 24 months in the classification, section and division in which this person was employed. Upon expiration of such 24 month period of absence, an employee will discontinue accruing seniority and shall retain only the seniority accrued up to the expiration date of the 24-month period.

When such employee becomes competent to work in the classification from which this employee was absent, this employee may reclaim the old job. If this results in an employee being displaced, the displaced employee will exercise seniority.

- 27(c). Employees demoted for incompetency shall not be demoted below the classification from which last promoted, competency being sufficient, except as provided in Paragraph 21.
- 27(d). In case of a demotion due to loss of driver's license, the employee will be demoted to a job that can be performed without a requirement of driving, provided this person is sufficiently competent and based on seniority. For iourneymen, the demotion will be to the special classification of Journeyman 27(d) at the wage rate of \$3,750 per month, subject to general wage increases. For non-journeymen, the demotion will be to the top pay step of Utilityman and assigned appropriate duties. If the lost license can be recovered within 12 months, the employee can reclaim the old job, provided this employee has seniority over the employee who occupies the old job. The old job will be posted as a job subject to be reclaimed within the next 12 months. If the employee is unable to recover the lost license in 12 months, rights to the old job will be forfeited. employee can exercise this right one time due to losing a driver's license. For the first 12 months that an employee is demoted due to loss of a driver's license, the employee will continue to accrue seniority in the former classification: similar to demotion due to physical disability.
- 28. Other conditions under which an employee shall lose seniority are:
  - (a) Voluntary resignation
  - (b) Discharge for sufficient and reasonable cause
  - (c) Transfer to a classification not covered by the Agreement, except as qualified in Paragraphs 31 and 32.
- 29. It is understood that Federal regulations relating to returning armed forces' veterans will be complied with.
- 30. Management has the right to suspend, discharge, or demote any employee for sufficient and reasonable cause. Employees will be furnished the reasons for any of these actions within seven calendar days. Failure by

Management to provide written notification to the employee within seven calendar days will result in the action being revoked. Such notification shall be given to the employee by either of the following methods:

- a. In person
- Certified mail. Mailed to the employee at the employee's last known address, per Paragraph 46.

Proof of certification with the Post Office or other carrier will fulfill the notification requirements of this paragraph.

- 31. Any regular employee of the Company, a member of the Union covered by this Agreement, who has been or who may in the future be elected to or appointed to a fulltime office in the Union (Local Union, or International Brotherhood of Electrical Workers), shall (upon retirement in good standing from said office) be reinstated with full accumulated seniority rights in the same classification (or its equivalent), in the same section of the Company in which this person was formerly employed (competency being sufficient), provided the employee applies for reinstatement within 30 days from the date of retirement from said office. and provided the medical examination does not indicate that this employee is physically or mentally unable to perform the work required. While serving in the Union office, an employee may bid on a promotion. If the employee has sufficient seniority and competency, the employee may be awarded the promotion. Only one promotion can be accepted while away from the covered classifications. The vacancy will be awarded to the next senior bidder, and the employee serving in Union Office will be placed on the seniority list immediately ahead of the employee awarded the job.
- 32. Any regular employee of the Company working in the sections and classifications covered by this Agreement who has been (or who may in the future be) promoted to or assigned to a managerial, supervisory, or engineering position or promoted to a staff position requiring job knowledge of and the work performed is closely associated

to the work performed prior to being promoted shall (upon retirement in good standing from said position) be reinstated with full accumulated seniority rights in the same classification (or its equivalent), in the same section of the Company in which this employee was formerly employed (competency being sufficient), provided this employee applies for reinstatement within 30 days from the date of retirement from said position, and provided the medical examination does not indicate that this employee is physically or mentally unable to perform the work required. Any employee promoted (or assigned) to: an engineering, managerial, supervisory, or staff position shall retain seniority rights in the former section for two years.

# ARTICLE IX

## HOURS AND WORKING CONDITIONS

- 33. Except in emergencies and except as provided in Paragraph 37 hereinafter, the regular work period for certain Substation Operators shall be 8 consecutive hours in any consecutive 24 hours, or 40 hours per work week. These employees shall work five (5) days of 8 consecutive hours per day per work week and be off two days. Where reasonably possible, these two days off shall be consecutive days.
- 34. Except in emergencies and except as provided in Paragraph 37 hereinafter where the job requires staffing in addition to the regular work period specified in Paragraph 36 below, the regular work period for certain Substation Operators and certain employees covered by this Agreement in the Materials Department shall be eight continuous hours, plus time out for meals, in any consecutive 24 hours, or 40 hours per work week. These employees shall work five days of eight continuous hours per day per work week, and be off two days. Where reasonably possible, these two days of shall be consecutive days.
- 35. Except in emergencies and except as provided in Paragraph 37 hereinafter, the work period for certain Operators at semi-automatic and fully automatic substations shall be 6<sup>2</sup>/<sub>3</sub> hours in any consecutive 24 hours, or 40 hours

per work week. Such Operators shall work six days and be off one day.

- 36(a). Except in emergencies and except as provided in Paragraphs 36(b) and 37 hereinafter, the regular work period for all other employees covered by this Agreement shall be the scheduled and posted working day of eight continuous hours, plus time out for meals, between the hours of 6:00 a.m. and 6:00 p.m. or 40 hours per work week, Mondays to Fridays inclusive
- 37(a). When, as and if necessary, some employees may be rescheduled for duty on temporary or permanent shift (or shifts) working outside of their regular work period (and/or working days); if possible, they will be given at least 36 hours notice in advance of the time they are to begin work on such new schedule. In case the employee is not given 36 hours advance notice of such rescheduling, the employee shall be paid in accordance with provisions of Paragraph 52(d). Such notice shall not be required when change in schedule is made necessary by the absence of an employee. However, if such rescheduling because of the absence of an employee results in an employee working more than eight hours in the first 24 hour period beginning at the time of day the employee began the last regular scheduled work period, the employee will be paid in accordance with provisions of Paragraph 52(e). Except for shift operations, work on Saturdays, Sundays, nights and holidays shall be kept at such a minimum as is consistent with the proper operation and maintenance and construction of the Company's facilities in efficiently and economically providing continuous and satisfactory service to the public. Non-shift employees who are rescheduled to work on Sunday shall not be required to take time off to offset such Sunday work. When an employee's work week is rescheduled in accordance with this paragraph, the employee shall be told the new work periods and corresponding off days, and the resulting off days shall not be considered to be days laid off to offset overtime. Except in emergencies, employees shall not be rescheduled to work 16 continuous hours

- 37(b). "Shift Employees" are those employees permanently or temporarily assigned to jobs which are now or which must be staffed seven days per week regardless of the number of shifts per day scheduled for such jobs.
- 38. The work week shall be seven consecutive days (calendar days) beginning at 12:01 a.m. on Saturday and ending at 12:00 midnight on Friday; except that for shift operations requiring continuous work, the work week shall end with the end of the shift ending nearest to midnight on Friday, and the succeeding work week shall begin immediately thereafter.
- 39. With the consent of their immediate supervision, shift employees shall have the privilege of exchanging shifts or parts of shifts or off days within the same work week, by individual arrangement, provided the change can be accomplished without additional cost to the Company and without resulting in any employee working more than 16 continuous hours (excluding shift turnover time) or more than 40 hours in any one work week.
- 40. Shift employees as defined in Paragraph 37(b) and employees working on jobs permanently staffed two shifts per day at least five days per week may by majority vote, in secret ballot, through an election conducted by the Union, determine whether rotating or fixed shifts, chosen by seniority, shall be practiced at their particular location. Shift employees who work on jobs that are staffed three shifts per day shall be the only employees allowed to vote on selection of type shifts for these jobs. Employees on jobs staffed two shifts per day will be allowed to hold separate elections for selections of type shifts to apply only to their jobs.

Even though the majority may vote for fixed shifts chosen by seniority, there may be instances where some employees may not at that time be competent to operate the shift they might choose, and until they are (in the opinion of Management) competent to operate such shift, Management reserves the right to assign such employees to some other shift.

During the life of this Agreement, elections to determine the type of shift at any location shall be held in the month of October. When a vote on fixed or rotating shifts results in a tie, the type of shift in effect at the time of the tie vote shall continue until changed by employee vote at the next voting cycle. A shift selection will be completed by October 31 to become effective in January.

- 42. Upon approval of Management, the Company will pay for expenses in a reasonable amount for meals under the conditions listed below, provided it is necessary that such meals be eaten away from home.
  - (1) When employees who are assigned to regular headquarters are required to stay away from such headquarters overnight, the Company will pay for reasonable board, including the first meal away from such headquarters and, where necessary, for reasonably satisfactory lodging. Except in emergency situations, employees who have been designated to share motel accommodations will be provided separate lodging when abnormal, exceptional, or unique circumstances exist. Abnormal, exceptional, or unique circumstances will be based on the subjective determination of management on a case-by-case basis.
  - (5) The following provisions apply to employees in Special Line and Substation Construction Crews.

# Plan I

When regular full-time employees in Special Line and Substation Construction Crews are required to report to a temporary headquarters other than their regular headquarters as established by Management, the Company will pay employees an expense allowance for lodging, meals, and incidental expenses incurred while traveling away from home in the amount of \$100 per day and effective 7/1/2014, \$105 per day. To qualify for this per diem, each employee must substantiate that overnight lodging expenses were incurred at

or near the temporary headquarters and that a minimum of 50 road miles from home to the temporary job site was traveled.

## Plan II

Employees who do not qualify for the overnight lodging expense per diem allowance will be paid a meal and incidental allowance in the amount of \$26 for each day worked. Under current federal tax law, such amounts will be treated as additional compensation, subject to withholding and employment taxes.

## Plan III

When called out from home to perform emergency storm restoration on a major system disturbance requiring a storm account number, an employee shall receive a one time compensation of two-hours pay at the overtime rate to provide for incidental expenses.

# General

Work time will start and stop at the established headquarters and travel from established headquarters to the job site will be on company time and in company vehicles.

While employees are assigned for training, they will be offered the option of being paid per diem or reimbursed for expenses in accordance with the provisions of paragraph 42(1) of the Agreement.

(6) When an employee at The Repair Shop is required to report to an established temporary headquarters or to work away from regular headquarters and has to travel 50 road miles or more from home, the Company will pay an expense allowance for lodging, meals, and incidental expenses incurred while traveling away from home in the amount of \$100 per day and effective 7/1/2014, \$105 per day. To qualify for

this per diem, an employee must substantiate that overnight lodging expenses were incurred at or near the temporary headquarters and that a minimum of 50 road miles from home to the temporary job site was traveled.

(7) The following provisions apply to all employees covered by this agreement.

An employee who works 1 1/2 hours beyond his scheduled, rescheduled, or prearranged work day or who works 12 1/2 continuous hours, will qualify for a meal allowance and an additional allowance every six hours thereafter until released from duty. To be considered as prearranged overtime work, employees should be notified before the time they leave their headquarters to report for work outside their regular work period at some time after midnight of that same day or if they have left the headquarters, a minimum of 12 hours advance notice is required.

Any employee who is called out will qualify for a meal allowance after six hours of continuous work and an additional allowance every six hours thereafter until released from duty.

It is understood that employees will be allowed time for meals during extended overtime assignments. If employees continue to work during this meal time, they will be paid for the time spent eating.

During extended storm duty assignments and other similar situations, management may elect to furnish meals, in which case an allowance will not be paid.

All meal allowances will be \$14 and effective 7/1/2014, \$16, and included on the pay check.

(9) When employees are awarded jobs at a new location and are held over by Management at their old location beyond the reporting date of their new assignment, the Company will reimburse these employees for reasonable personal living expenses incurred as a result of being held over at the old location. Travel expense will be reimbursed at current company mileage allowance rate.

- 43. Non-shift employees shall not be required to work outside when it is raining, sleeting or snowing, except when necessary.
- 44. Employees of the Company, members of Union's Committee representing Local #84, will be allowed time off to attend meetings with company officials. They shall give Management notice of their desire to attend such meetings as soon as practical after the fact is known to them. The Company will pay these employees at their regular straight time rates for the time lost from their regular work, not to exceed a maximum of eight hours in any day, when attending such meetings, and such hours shall be counted as "hours worked." Brief absences without pay for the transaction of Union business may be permitted provided the employees arrange for such absence with their immediate supervisors sometime in advance of the date of such absence. It is understood, however, that, except for the foregoing, nothing shall be done which will interfere with the regular work of any company employee.

With respect to the wage and contract negotiating committee, the Company shall not be obligated to pay for more than 16 employees representing Local 84.

As part of the orientation program for new employees, the Union designated shop steward will be allowed up to one hour to meet with newly hired covered employees on company time.

45. Employees unable to report for work shall, where possible, notify their supervisors as soon as the fact is known or at least before the starting time of their shift of such inability to report for work; also, employees should notify their supervisors when they are able to return to work. Employees are expected to work their regular work schedules unless they have a reasonable excuse for not working.

46. All employees covered by this Agreement shall keep their working headquarters informed at all times of their correct home or living quarters address so that they may be reached promptly in the event of an emergency requiring their services.

It is agreed that the employees may choose their places of residence, without hindrance by Management, but the parties hereto recognize that, because of the nature of the service rendered, employees should be available and accessible in times of emergency. Jobs subject to this provision will carry such notation in the advertisements for bids on vacancies

Local availability agreements (subject to approval of 90% vote of the affected employees at the location) may be established. Prior to implementation, local agreements must be reduced to writing and endorsed by Management and the Union Business Manager (or designee). Local availability agreements will last for one calendar year or the remainder of a year and can be discontinued by mutual consent at any time or with 30 days written notice by Management or the Union. Otherwise, the other provisions of this paragraph shall prevail.

Should a local availability agreement be turned down by either party, it shall be reviewed by the Vice President (or designee) and the Business Manager of Local 84 (or designee) and the reasons for non-approval will be communicated in writing to both local management and the Shop Steward at the affected location.

47. Raincoats or rainsuits, and rain hats or hard hats, shall be made available for those employees who are required to work outside in the rain. Rubber boots, four-buckle overshoes, or regular overshoes shall be made available for those employees required to work in water. Employees in certain sections and classifications will be issued two pair of work gloves. When those gloves are worn out, employees can receive substitutes by turning in their worn gloves. Such equipment shall remain the property of the Company, shall not be diverted to personal use, and

shall be turned in or kept on the trucks when not actually required on the job.

- 48. When Management requires any employee to have a telephone, it shall notify such employee in writing of this requirement. In such case, the Company shall pay the telephone bill (except personal long distance charges) of such employee until the requirement is canceled in writing.
- 49. So far as may be practicable and consistent with the efficient performance of work to be done, Management will distribute overtime work equitably among the employees covered by this Agreement within a given classification, section and location. Upon mutual agreement between Management and the Union, The Repair Shop may create separate overtime equalization sections by sub-dividing the location into two or more equalization sections. Upon 30 days' written notice, either party may terminate the agreement creating the separate overtime equalization sections.

No employee will be required to work overtime if there are other qualified employees in such classification, section, and location who desire the overtime work. In the event no employees desire the overtime work, it shall be assigned to the employee, or employees, who have the least overtime hours on the overtime equalization records. Good faith consideration will be given to valid reasons advanced by each individual employee requesting to be excused from working overtime.

In the event the employee with the least overtime cannot be contacted, Management will make a "good faith" effort to contact the employee with the next least overtime, repeating this procedure until sufficient employees are contacted. In determining overtime hours worked, the actual hours of overtime that have been worked shall be used.

The Overtime Preference List shall be used to make overtime assignments. Monday through Thursday of each week, employees shall be given the opportunity to indicate in writing on an Overtime Preference Form provided by the Company their desire not to work overtime on any day or

days of the following week. Employees not signing the list will be considered as being willing to work overtime.

When assignments are made for storm teams and nationally televised events, qualified employees with the most hours of overtime worked, exclusive of storm team hours, will be offered the assignment. A storm team is defined as an assignment where employees are selected using the storm-team selection method. If an employee is a non-volunteer on the day the assignment is made, all volunteers will be considered before this employee.

The application of the provisions of Paragraph 49 will be in accordance with Exhibit "F" of this Memorandum of Agreement.

The foregoing provisions pertaining to the selection of employees for overtime work shall not apply when there is an emergency condition that did or could result in loss of service, adequate generating capacity, danger to life or loss of property. During such conditions, all employees that are required will be expected to work. Management and the Union agree that each party will use "good faith" in administering the provisions of this paragraph.

### ARTICLE X

### **WAGE RATES**

- 50. For all employees of the Company covered by this Agreement, wages at the rates shown in Exhibit "A," attached hereto and made a part hereof, shall be the base rates paid for 40 hours work per work week, hereinafter called regular rates. Shift differentials applicable to shift employees are detailed in the preamble to Exhibit "A." Wages shall be paid bi-weekly.
- 51. For all employees of the Company covered by this Agreement who are on a monthly rate of pay, the monthly rate, multiplied by 12 (months in the year) and divided by 52 (weeks in the year) and the resultant weekly rate divided by the regular number of hours per week (40 hours) determine the regular rate of pay per hour.

- 52. Wages at 1½ times the regular rate of pay shall be paid for hours worked as follows:
  - (a) Any hours worked in excess of 40 hours worked per work week for which 1½ times the regular rate of pay per hour has not already been earned.
  - (b) Any hours worked outside of the regularly scheduled, work period, except as provided herein after in this paragraph.
  - (c) Any hours worked in excess of eight hours in the 24 hour period beginning at the time of day the employees begin their regularly scheduled, work period provided: (1) they have not been rescheduled and given 36 hours prior notice of change of schedule; (2) the excess hours worked in the 24 hour period mentioned above are not incidental to scheduled periodic changing or relieving of shifts; (3) such excess hours worked are not worked on an exchange basis between shift employees as provided for in Paragraph 39 herein before, and (4) such rescheduling is not due to the absence of an employee as provided in subparagraph (e) herein after.
  - (d) Any hour(s) worked on a temporary or permanent shift (or shifts) where the employee has been rescheduled in accordance with Paragraph 37 herein before, until 36 hours have elapsed from the time notice is given by Management of such new schedule, except in the case where such rescheduling is due to the absence of an employee.
  - (e) Any hours worked in excess of eight hours in the first 24 hour period, beginning at the time of day the employee began his (or her) last regularly scheduled work period, when an employee is rescheduled due to the absence of an employee without 36 hours prior notice.
  - (f) Any employee who:

- Continues to work beyond scheduled working hours and has not had at least eight consecutive hours off duty, or
- (2) Is recalled for work on a scheduled work day and actually works a minimum of two hours outside his (or her) regular schedule and has not had at least eight consecutive hours off duty, or
- (3) Is recalled for work on a scheduled off day more than eight hours before the employee's next regularly scheduled, starting time and actually works at least two hours in the eight hour period immediately prior to that starting time, will be paid at the overtime rate for all hours worked until the employee has eight consecutive hours off duty. Off duty is the period between the time an employee guits work at a designated headquarters or quitting place and the time the employee starts work at a designated headquarters or starting place. No pay is to be allowed for the off duty period except when an employee is directed to take time off to rest because of fatigue due to long hours of work and such off duty period falls within or overlaps into the employee's next regularly scheduled, work period. The employee will be paid for such hours off duty within the employee's regular scheduled work period at straight time rates
- (g) Any hours worked on Sunday by employees other than shift employees and Operators at semiautomatic and fully automatic substations.
- (h) Any hours worked on a day observed as a holiday.
- (i) Any hours worked on a day an employee is recalled for emergency duty while on vacation.
- Where employees are selected using the storm team selection method and the employees are

working outside of the state of Georgia, employees will be paid wage premiums under this paragraph or the requesting utility's collective bargaining agreement, whichever is higher as determined by management. Wage premium refers to the rate multiplier applied to hours worked

There shall be no compounding or duplication of payment for any hours worked. Such employees shall not be required to take time off to offset overtime hours worked except when in the opinion of Management they should take time off to rest because they are unfit to continue to work, in which event they shall be paid at their straight time rate for all off duty hours that fall within or overlap their next regular scheduled work period as provided by the provisions of Paragraph 52(f) herein before, such hours to be allowed as "hours worked." When work is rescheduled in accordance with Paragraph 37 herein before, the resulting off days shall not be construed to be days off to offset overtime.

- 53. "Hours worked" shall only include the time actually at work (or on duty), including the time required to stand by (prepared to go to work) at a specified place in a given locality, and also time as specified in Paragraphs 44, 52, 54, and 55.
- 54. If an employee covered by this Agreement is called out for work at a time other than the employee's regular work period, including call outs on holidays, the employee shall be allowed time as "hours worked" as follows:
  - (a) For the area previously defined as the Atlanta Division including its Materials Department and The Repair Shop, the time actually worked plus one hour as "hours worked," with a minimum allowance of three hours as "hours worked" for each such call out, except that if the employee works eight hours or more on such call out the extra one hour will not be added.

- (b) For Operators at substations in all divisions, a minimum of three hours as "hours worked," except that no additional time shall be allowed for other call outs made during the three-hour period already allowed as "hours worked."
- (c) For all other locations, a minimum of three hours as "hours worked" for each such "call out."

Except that if any employee is called out before the employee's regular starting time and works through the regular work period, then only the time actually worked shall be allowed

A minimum of two (2) hours will be allowed for call outs which overlap pay for prior call outs.

When employees are notified to report to work with their bags packed, such employees will be paid an allowance of \$25. When employees are required to keep their bags packed beyond three consecutive days while waiting to be deployed, they shall receive an additional \$25.

55. If an employee is instructed to report for prearranged work at a time other than on the employee's scheduled working hours and if for any reason the work cannot be done, the employee shall be allowed three hours as "hours worked," provided that notification to the contrary has not been given to the employee at least one hour prior to the time assigned to begin such prearranged work. If the prearranged work is completed in less than three hours, the employee shall be allowed three hours as "hours worked" except that in cases of prearranged work where the employee works into the employee's regularly scheduled work period. Then, only the time actually worked shall be allowed. Provisions of this paragraph shall not apply to Operators of substations. "Hours worked" on prearranged work for these employees shall be allowed on the same basis as for call out as provided in Paragraph 54(b).

### ARTICI F XI

### **GENERAL**

- 56. The classification of all employees is determined by the length of service, the ability of the employees, and by the nature of the work to be done. Employees may be working in lower classifications who are competent to handle work in higher classifications; however, the number of jobs in each classification is limited by the amount and nature of the work to be done, and promotions to higher classifications can only be made when vacancies occur or when additional employees are required in the higher classifications due to expansion of work.
- 62. If an employee is required by Management to have a physical examination, Management will designate the physician and this examination will be on company time at company expense.

### ARTICLE XII

### **RIGHT OF APPEAL**

63. Any employee who is suspended, demoted, or discharged who wishes to appeal such disciplinary action must make a written request of appeal to Management within 20 days of such action. If the employee does not make a written request, the right to grieve such action shall be forfeited. The grievance will be taken up by the officers or committees of the Union with the duly accredited officers of the Company or their designees. If Management and Union agree that an employee was suspended, demoted, or discharged without sufficient and reasonable cause, the employee shall be reinstated to the employee's former position and paid the regular wages and benefits to which the employee would have been entitled had the employee not been suspended, demoted, or discharged.

When an employee is talked to by supervision in regard to some form of disciplinary action, the employee shall have the right to request Union representation. Nothing herein

shall abridge the right of Management to relieve or discharge employees from duty because of lack of work.

All personnel records kept by Management on an employee which may affect the conditions of such employee's employment shall be subject to the employee's inspection at reasonable intervals.

In the event a report of commendation, warning, or reprimand is placed in the personnel file of an employee, a copy of the report will be furnished to such employee at the time it is placed in the employee's file.

### ARTICI F XIII

### GRIEVANCE

- 64. Management agrees to meet and treat as promptly as reasonably possible with the duly accredited officers and committees that are elected or selected by the Union upon all questions and grievances that may arise between the parties hereto during the life of this Agreement. Employees and their immediate supervision will use good faith to resolve any disputes that arise. The grievance may be carried through the following steps until settlement is reached:
  - (First) Representatives of Management and representatives of the Union will hear this step. Management will provide the Union with a written answer to the grievance.
  - (Second) If the grievance is not settled at the first step and the Union desires to carry it further, the grievance shall be reduced to writing and carried to the designated company officer (or designee) to hear the second step in a timely manner.

Within 60 days of receipt of the decision at the second step, any grievance subject to arbitration under the provisions of this Agreement not settled by the foregoing procedure may be carried to arbitration.

Either party may waive the first step of the grievance process in a case involving the discharge of an employee.

### ARTICI F XIV

### ARBITRATION

65. If the representatives of Management and the Union are unable to reach an agreement in the case, and the matter is one which is subject to arbitration under the terms of this Agreement, if either party desires, it shall be submitted immediately to an Arbitration Board of three members, one of whom shall be designated by Management and one by the Union, and the third by agreement between the other two members. If the two members appointed by the parties hereto fail to agree upon the third member within ten days after their first meeting, the parties hereto shall apply to the American Arbitration Association to designate a panel of seven people, residents of Southeastern United States. From this panel, the third member of the Arbitration Board shall be selected by mutual agreement or by Management and the Union eliminating six of the people by alternate strikes.

This Arbitration Board shall hear all evidence and arguments on the points in dispute, and the written decision of a majority of the members of such Board shall be final and binding upon the parties hereto. The Arbitration Board shall not interpret this Agreement in any manner so as to amend or supplement this Agreement.

Each party hereto shall bear the expense of preparing and presenting its own case and the expense of its own arbitrator and shall pay one-half of the expense of the third arbitrator. Provisions herein shall not be construed to prevent further conferences between the parties hereto for the purpose of settling the dispute at any time before the decision of the Arbitration Board. When the dispute involves scales of wages set out in the Agreement, any decision rendered shall be retroactive to the date on which the dispute originated.

### ARTICI F XV

### STRIKES OR LOCKOUTS

66. It is expressly understood and agreed that the services to be performed by the employees covered by this Agreement pertain to and are essential to the operations of a public utility and to the welfare of the public dependent thereon, and in consideration thereof, and of the Agreement and conditions herein by Management to be kept and performed, the Union and its members agree that during the continuance of this Agreement there shall be no authorized sanctioned strikes, walkouts, sit-downs, or other concerted cessation or delay of work of any kind by the Union or its members. Management on its part agrees that during the continuance of this Agreement there shall be no lockouts of the Union or its members, it being the mutual desire of both parties hereto to provide uninterrupted and continuous service. Nothing herein, however, is intended to prevent the resignation or discharge of individuals, discharges being subject to review under the conditions and in the manner herein before provided for.

### ARTICLE XVI

### **POSTING RULES**

67. The rules in regard to working conditions in the various sections of the Company, as outlined in Article IX, shall be posted in the sections of the Company affected, in conspicuous places, and these rules so posted shall be observed until changed by mutual agreement between the parties hereto or, in event of dispute, unless and until changed by arbitration in the manner herein before provided for.

### ARTICLE XVII

### **LEGALITY**

68. The parties hereto have entered into this Agreement believing it is entirely legal. Should any provisions of this Agreement be held by proper authority to be in conflict with any State or Federal Statute, such

provisions shall be inoperative, but all other provisions shall continue in full force and effect.

### ARTICLE XVIII

### NON-DISCRIMINATION

69. Management and the Union, acting in its own behalf and in behalf of the employees it represents, agree that the provisions of this Agreement shall continue to apply to all employees covered by this Agreement without discrimination, and that in carrying out the respective obligations under this Agreement, there will be no discrimination against any qualified employee or applicant on account of race, creed, color, sex, age (40 and over), national origin, disability or status as a veteran.

### ARTICLE XIX

### **TERMS - EXTENSION - MODIFICATION**

70. This Agreement, when signed by Management and the Union, subject to approval by the International President of the I.B. of E.W., shall be in effect July 1, 2011, through June 30, 2016, and from year to year thereafter, from July 1 to July 1, unless changed or terminated in the following manner: Either party desiring to change or terminate this Agreement after June 30, 2016, must notify the other party in writing at least sixty (60) days prior to July I of the year in which such termination or changes are desired to become effective. Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, and until the parties have agreed upon such changes, the provisions of this Agreement shall remain in full force and effect. Any change in wage rates agreed upon in such new Agreement shall be retroactive to the expiration date of this Agreement for the employees covered by this Agreement. Changes in other terms and conditions provided for in such new Agreement shall become effective on the date the approved new Agreement is received by Management. Effective July 1, 2011, the rates of wages will be increased by 3.25% applied to each step of each classification with final monthly amounts rounded off to the nearest dollar. Effective July 1, 2012, the rates of wages will be increased by 2.25% applied to each step of each classification with final monthly amounts rounded off to the nearest dollar. Effective July 1, 2013, the rates of wages will be increased by 2.5% applied to each step of each classification with final monthly amounts rounded off to the nearest dollar. Effective July 1, 2014, the rates of wages will be increased by 3.0% applied to each step of each classification with final monthly amounts rounded off to the nearest dollar. Effective July 1, 2015, the rates of wages will be increased by 3.25% applied to each step of each classification with final monthly amounts rounded off to the nearest dollar.

This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto.

IN WITNESS WHEREOF, Management and the Union have each caused these presents to be executed in their names and behalf by their proper officials hereunto duly authorized this 17th day of August 2011.

### **GEORGIA POWER COMPANY**

Ву:	Anthony L. Wilson Transmission Vice President
Attest	Glen R. Grizzle Labor Relations General Manager
	RNATIONAL BROTHERHOOD OF TRICAL WORKERS
LOCA	L UNION NO. 84
Ву:	Jim E. Faires President
Ву:	Doyle W. Howard Business Manager / Financial Secretary
Ву:	Armand Allen Recording Secretary

APPR	OVED:
	Edwin D. Hill International President

These signatures represent agreement on a single Memorandum of Agreement covering all Georgia Power Company employees represented by I.B.E.W., Local #84.

### **EXHIBIT "A" – WAGE SCHEDULES**

minimum and maximum of such classification as their qualifications and experience entitles them to, provided, Employees promoted to a higher classification, shall be paid at the minimum rate of the classification to which they are assigned or promoted, unless their qualifications and previous experience in such classification entitles them to a higher rate than the minimum, in which case they may be paid such higher rate between the however, that a thirty day trial period at the minimum rate of the classification may be used to determine their qualifications and experience.

either of these classifications a total of four or more years will become eligible to receive steps nine through 14. Any employee in the Equipment Operator (Light) or Winch Truck Operator classification who has been in For the purpose of qualifying for these extended wage increases, any employee demoted from a higher classification into the Equipment Operator (Light) or Winch Truck Operator classifications will be given credit only for previous time spent in the respective classification up to a maximum of four years, and time spent in the Winch Fruck Operators classification will not accumulate as time spent in the Equipment Operator (Light) classification Employees in these classifications will not be prevented from promoting into higher classifications, competency being sufficient, except as qualified for Equipment Operator (Light) and vice versa. 48

Management will determine which employee will be temporarily promoted to Supervisor. In cases where senior employees are bypassed, they will be informed of the reasons.

# EXHIBIT "A" – WAGE SCHEDULES (Continued)

Increases in pay for the minimum to maximum rate in the classifications shown shall be made at intervals of included) during that interval and dependent on satisfactory performance of duties. Satisfactory performance is to be assumed unless the employee is informed by supervision of deficiencies at least 30 days prior to the date the increase would have been due. The amount of increase shall be equal to the difference between employee's present rate and the next higher step in the wage schedule, except where the employee is not on a step shown in the schedule, then the amount of increase shall be equal to the difference between the step immediately below six months provided the employee actually works 100 regularly scheduled work days (vacations and holidays

When employees are promoted to a higher classification, they shall receive a \$5.00 per month increase, but

and the step immediately above the rate the employee is being paid, but in no event shall the employee be paid at

a rate above the maximum rate in the classification.

Promotions to higher classifications can only be made as vacancies occur or as additional employees are required in the higher classification. Employees in entry level classifications may be promoted to vacancies in higher classifications if and when they meet the established minimum educational and employment test requirements for the classification for which they seek promotion by bid on the basis of seniority within their respective sections or on the basis of a cross-section transfer as provided in Paragraph 21, Article VIII, in no case shall they be paid less than the minimum rate of the classification to which they are promoted. competency being sufficient

# EXHIBIT "A" - WAGE SCHEDULES (Continued)

Employees in the Utilityman classification will work as Cement Finishers, Sand Blasters, Duct Layers, Jack Hammer Operators, and operate a company vehicle on company property, a tractor-drawn lawn mower or other motorized or power equipment requiring a similar level of skill.

employees working on jobs permanently staffed at least two shifts per day at least five days per week. Basis of shift falls between the hours of 3:00 p.m. and 11:00 p.m., generally referred to as Evening Shift, the employee shall receive a shift differential of 90¢ per hour, **and effective 7/1/2014, 95¢ per hour** for all hours actually Shift, the employee shall receive a shift differential of \$1.00 per hour, **and effective 7/1/2014, \$1.05 per hour** for A shift differential will be applicable to shift employees, as defined in Paragraph 37(b), and (in addition) those payment of the shift differential shall be: (1) if 50% or more of such employee's regular straight time scheduled worked during the regular straight time scheduled shift hours, or (2) if 50% or more of such employee's regular straight time scheduled shift falls between the hours of 11:00 p.m. and 7:00 a.m., generally referred to as Night all hours actually worked during the regular straight time scheduled shift hours. Any overtime premium paid to these employees between the hours of 3:00 p.m. and 7:00 a.m. will be 1½ times the hourly rate, including shift

When Journeymen are temporarily or permanently promoted to "Lead" classifications, they shall be paid at the appropriate incremental step in the higher classification.

## SECTION III-A — SUBSTATION MAINTENANCE

2011

CLASSIFICATION			Z	MUM TO	MAXIM	NOM MU	MINIMUM TO MAXIMUM MONTHLY RATES	ATES		
Crew Leader**	222	5611	5644	2679	5710	5745				
Lead Electrician***	5295	5333	5359	5389						
Lead Mechanic***	5295	5333	5359	5389						
Electrician	5176	5207	5244	5261						
Mechanic	5176	5207	5244	5261						
Equipment Operator (Heavy)	5150	5189	5212	5244						
Equipment Operator (Light)* (1)	4218	4247	4284	4284	4284	4284	4284	4284	4292	4302
	4310	4321	4328	4478						
Apprentice Electrician (2)	3750	3858	4035	4323	4610	4902	5150			
Apprentice Mechanic	4074	4115	4135	4167	4206	4225				
Winch Truck Operator* (1)	3821	3843	3881	3913	3913	3913	3913	3913	3920	3931
	3940	3949	3957	4115						
Truck Operator*	3303	3326	3362	3391						
Helper	2854	2962	3072	3183	3295					
Utilityman	2302	2369	2435	2496	2558	2664	2729	2793	2879	2969

### SECTION III-A — SUBSTATION MAINTENANCE

- \* These employees shall work as Truck Operators and Helpers.
- \*\* A Crew Leader in this section shall be a part of and in charge of any four-employee crew which normally will not include more than one apprentice.
- \*\*\* A Lead Electrician or Lead Mechanic in this section shall be a part of and in charge of any three-employee crew which normally will not include more than one apprentice.
  - (1) Employees must be in these classifications a total of four or more years to become eligible for steps nine through 14.
    - (2) Development Program.

# SECTION III-B — TRANSMISSION LINE MAINTENANCE

CLASSIFICATION			Z	MINIMUM TO MAXIMUM MONTHLY RATES	MAXIM	NOM MO	THLY R	ATES		
Crew Leader (2)	5577	5611	5644	2679	5710	5745				
Lead Lineman (2)	5295	5333	5359	5389						
Lineman (2)	5176	5207	5244	5261						
Equipment Operator (Heavy)	5150	5189	5212	5244						
Equipment Operator (Light) (1)	4218	4247	4284	4284	4284	4284	4284	4284	4292	4302
	4310	4321	4328	4478						
Apprentice Lineman	4074	4115	4135	4167	4206	4225				
Winch Truck Operator (1)	3821	3843	3881	3913	3913	3913	3913	3913	3920	3931
	3940	3949	3957	4115						
Truck Operator	3303	3326	3362	3391						
Helper	2854	2962	3072	3183	3295					
Utilityman	2302	2369	2435	2496	2558	2664	2729	2793	2879	2969

WAGE SCHEDULES

# SECTION III-B — TRANSMISSION LINE MAINTENANCE

- (1) Employees must be in these classifications a total of four or more years to become eligible for steps nine through 14. (2) Employees will be paid an hourly premium when actually performing barehand work at a rate based on \$143/month.
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### SECTION III-C — SUBSTATION OPERATORS

CLASSIFICATION			Z	MUM TO	MAXIM	MINIMUM TO MAXIMUM MONTHLY RATES	THLY R/	ATES		
Operator A (1)	5150	5189	5212	5244						
Operator B (1)	4210	4229	4263	4284						
Operator C (1)	3919	3947	3984							
Operator D (1)	3322	3358	3389	3420	3434					
Utilityman	2302	2369	2435	2496	2558	2664	2729	2793	2879	2969

<sup>(1)</sup> Relief Operators regularly relieving at two or more substations or generating plants shall receive \$15 per month above the regular rate for their classification, however, seniority shall continue to be in the respective Operator's classification.

0

### SECTION V — THE REPAIR SHOP

CLASSIFICATION			Z	MUM TO	MAXIM	NOM MU	MINIMUM TO MAXIMUM MONTHLY RATES	ATES		
Electrician, Mechanic, Machinist, Rotating Equipment Repairman, or										
Heavy Equipment Operator	5189	5212	5244							
Senior Storekeeper	4069	4214	4362	4511	4656	4800	4948	5092	5244	
Equipment Operator (Light) (a)	4218	4247	4284	4284	4284	4284	4284	4284	4292	4302
	4310	4321	4328	4478						
Apprentice Electrician, Mechanic, Machinist,										
Rotating Equipment Repairman, or										
Heavy Equipment Operator	4074	4210	4344	4474	4609	4746	4878	5013	5150	
Winch Truck Operator (a)	3821	3843	3881	3913	3913	3913	3913	3913	3920	3931
	3940	3949	3957	4115						
Truck Operator*	3303	3326	3362	3391						
Helper	2854	2962	3072	3183	3295					

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WAGE SCHEDULES

<sup>\*</sup> These employees shall work as Truck Operators and Helpers.

<sup>(</sup>a) Employees must be in these classifications a total of four or more years to become eligible for steps nine through 14.

# SECTION VI-A — SPECIAL SUBSTATION AND GENERATING PLANT CONSTRUCTION CREWS

Crew Leader         5577         5611         56           Lead Switchboard Wireman*         5329         5363         54           Switchboard Wireman*         5208         5247         52           Lead Electrician         5296         5333         53           Lead Mechanic         5295         5333         53           Electrician         5296         5333         53           Electrician         5296         5333         53           Mechanic         5776         5207         52           Mechanic         5176         5207         52           Equipment Operator (Heavy)         5150         519         52	5644 55401 5282 5359 5359 5359 5359 5244 5244 5244	5679 5438 5309 5389 5389 5389	5710 5462 5343	5745 5478				
Vireman 5329 5363 an* 5208 5247 5208 5247 5295 5333 staller 5295 5333 5176 5207 5176 5207 5177 5207 5178 5207 5178 5207 5178 5207		438 3309 389 389 389	5462 5343	5478				
staller 5208 5247 5296 5333 5291 5295 5333 5295 5333 5295 5333 5295 5333 5176 5207 5176 5176 5176 5176 5176 5176 5176 517		309 389 389 389	5343					
5295 5333 staller 5295 5333 5295 5333 5295 5333 5295 5333 5295 5333 5295 5335 5295 5207 5176 5176 5207 5176 5176 5176 5176 5176 5176 5176 517		389 389 389		5357				
staller 5295 5333 5295 5333 5295 5333 5295 5333 5295 5333 5295 5207 5176 5207 5176 5207 5176 5207 5189 5189 5189 5189 5189 5189 5189 5189		389 389 361						
5295 5333 5176 5207 5176 5207 5176 5207 5176 5207 6178 5207 6178 5207 6189		389						
5176 5207 5176 5207 5176 5207 5176 5207 5176 5207 5176 5207 5189 5189 5189 5189 5189 5189 5189 5189		26.1						
5176 5207 : 5176 5207 : r (Heavy) 5150 5189 :		- 07						
5207 : 5176 5207 : 5150 5189 : 5150 5180 : 5150 5100 : 5150 5180 : 5150 5180 : 5150 5180 : 5150 5180 : 5150 5180 :		261						
5150 5189		261						
		244						
4247	•	284	4284	4284	4284	4284	4292	4302
4321	1328 4	478						
Apprentice Electrician, Apprentice Mechanic,								
IN THE OF THE PROPERTY OF THE		!						
4115		167	4206	4225				
.,		3913	3913	3913	3913	3913	3920	3931
3949	3957 4	115						

# SECTION VI-A — SPECIAL SUBSTATION AND GENERATING PLANT CONSTRUCTION CREWS

	2879 2969
TES	2793
IINIMUM TO MAXIMUM MONTHLY RATE	3000 2729
UM MON	2967 2664
MAXIM	3295 2940 2558
MUM TO	3913 3391 3183 2917 2496
Z	3881 3362 3072 2877 2435
	3843 3326 2965 2851 2369
	3821 3303 2854 2814 2302
CLASSIFICATION	Tractor Operator** Truck Operator Helper Switchman (Train Crews) Utilityman

<sup>\*</sup> Regularly do switchboard wiring.

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<sup>\*\*</sup> These employees shall work as Truck Operators and Helpers.

<sup>(1)</sup> Employees must be in these classifications a total of four or more years to become eligible for steps nine through 14. (2) (Footnote deleted May 18, 2009)

# SECTION VI-B — SPECIAL LINE CONSTRUCTION CREWS

CLASSIFICATION			Z	MUM TO	MAXIM	NOM MO	MINIMUM TO MAXIMUM MONTHLY RATES	ATES		
Crew Leader	222	5611	5644	2679	5710	5745				
Lead Lineman (3)	5295	5333	5359	5389						
Lineman (3)	5176	5207	5244	5261						
Lead Mechanic	5295	5333	5359	5389						
Mechanic	5176	5207	5244	5261						
Equipment Operator (Heavy)*	5150	5189	5212	5244						
Equipment Operator (Light)** (1)	4218	4247	4284	4284	4284	4284	4284	4284	4292	4302
	4310	4321	4328	4478						
Tractor Operator***	3821	3843	3881	3913						
Apprentice Lineman	4074	4115	4135	4167	4206	4225				
Apprentice Mechanic	4074	4115	4135	4167	4206	4225				
Winch Truck Operator*** (1)	3821	3843	3881	3913	3913	3913	3913	3913	3920	3931
	3940	3949	3957	4115						
Truck Operator***	3303	3326	3362	3391						
Helper	2854	2962	3072	3183	3295					
Utilityman	2302	2369	2435	2496	2558	2664	2729	2793	2879	2969

# SECTION VI-B — SPECIAL LINE CONSTRUCTION CREWS

- \*\* These employees shall operate tractor-trailers and tractors equipped with light attachments for hole digging, counterpoise plowing, and \* These employees shall operate tractors equipped with heavy attachments for setting 230KV structures. small structure setting.
  - (1) Employees must be in these classifications a total of four or more years to become eligible for steps nine through 14. \*\*\* These employees shall work as Truck Operators and Helpers.
    - (2) (Footnote deleted May 18, 2009)
- (3) Employees will be paid an hourly premium when actually performing barehand work at a rate based on \$143/month.

### SECTION XIV — MATERIALS DEPARTMENT

INIMUM TO MAXIMUM MONTHLY RATES	4948 5092 5244			2729 2793 2879 2969
M MONT	4800			2664
MAXIMU	4656		3295	2558
MUM TO	4511	3391	3183	2496
Z	4362	3362	3072	2435
	4214	3326	2962	2369
	4069	3303	2854	2302
CLASSIFICATION	Senior Storekeeper	Truck Operator (1)	Helper	Utilityman (When Used)

(1) These employees shall work as Truck Operators and Helpers.

### PARAGRAPH 27(d)

### MINIMUM TO MAXIMUM MONTHLY RATES

Journeyman(d)\*

CLASSIFICATION

63

\* This classification is used only to accommodate journeymen that lose their drivers license.

## SECTION III-A — SUBSTATION MAINTENANCE

2012

CLASSIFICATION			Z	MINIMUM TO MAXIMUM MONTHLY RATES	MAXIM	NOM MU	THLYR	ATES		
Crew Leader**	5702	5737	5771	5807	5838	5874				
Lead Electrician***	5414	5453	5480	5510						
Lead Mechanic***	5414	5453	5480	5510						
Electrician	5292	5324	5362	5379						
Mechanic	5292	5324	5362	5379						
Equipment Operator (Heavy)	5266	5306	5329	5362						
Equipment Operator (Light)* (1)	4313	4343	4380	4380	4380	4380	4380	4380	4389	4399
	4407	4418	4425	4579						
Apprentice Electrician (2)	3834	3945	4126	4420	4714	5012	5266			
Apprentice Mechanic	4166	4208	4228	4261	4301	4320				
Winch Truck Operator* (1)	3907	3929	3968	4001	4001	4001	4001	4001	4008	4019
	4029	4038	4046	4208						
Truck Operator*	3377	3401	3438	3467						
Helper	2918	3032	3141	3255	3369					
Utilityman	2354	2422	2490	2552	2616	2724	2790	2856	2944	3036

### SECTION III-A — SUBSTATION MAINTENANCE

- \* These employees shall work as Truck Operators and Helpers.
- \*\* A Crew Leader in this section shall be a part of and in charge of any four-employee crew which normally will not include more than one apprentice.
- \*\*\* A Lead Electrician or Lead Mechanic in this section shall be a part of and in charge of any three-employee crew which normally will not include more than one apprentice.
  - (1) Employees must be in these classifications a total of four or more years to become eligible for steps nine through 14.
    - (2) Development Program.

# SECTION III-B — TRANSMISSION LINE MAINTENANCE

CLASSIFICATION			Z	IINIMUM TO MAXIMUM MONTHLY RATES	MAXIM	UM MO	THLY R	ATES		
Crew Leader (2)	5702	5737	5771	5807	5838	5874				
Lead Lineman (2)	5414	5453	5480	5510						
Lineman (2)	5292	5324	5362	5379						
Equipment Operator (Heavy)	5266	5306	5329	5362						
Equipment Operator (Light) (1)	4313	4343	4380	4380	4380	4380	4380	4380	4389	4399
	4407	4418	4425	4579						
Apprentice Lineman	4166	4208	4228	4261	4301	4320				
Winch Truck Operator (1)	3907	3929	3968	4001	4001	4001	4001	4001	4008	4019
	4029	4038	4046	4208						
Truck Operator	3377	3401	3438	3467						
Helper	2918	3032	3141	3255	3369					
Utilityman	2354	2422	2490	2552	2616	2724	2790	2856	2944	3036

# SECTION III-B — TRANSMISSION LINE MAINTENANCE

- (1) Employees must be in these classifications a total of four or more years to become eligible for steps nine through 14. (2) Employees will be paid an hourly premium when actually performing barehand work at a rate based on \$143/month.
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#### SECTION III-C — SUBSTATION OPERATORS

CLASSIFICATION			Z	MUM TO	MAXIM	NOM MO	INIMUM TO MAXIMUM MONTHLY RATE:	ATES		
Operator A (1)	5266	5306	5329	5362						
Operator B (1)	4305	4324	4359	4380						
Operator C (1)	4007	4036	4074							
Operator D (1)	3397	3434	3465	3497	3511					
Utilityman	2354	2422	2490	2552	2616	2724	2790	2856	2944	3036

<sup>(1)</sup> Relief Operators regularly relieving at two or more substations or generating plants shall receive \$15 per month above the regular rate for their classification, however, seniority shall continue to be in the respective Operator's classification.

WAGE SCHEDULES

#### SECTION V — THE REPAIR SHOP

CLASSIFICATION			Z	MUM TO	MAXIM	UM MON	MINIMUM TO MAXIMUM MONTHLY RATES	ATES		
Electrician, Mechanic, Machinist, Rotating Equipment Repairman, or										
Heavy Equipment Operator	5306	5329	5362							
Senior Storekeeper	4161	4309	4460	4612	4761	4908	5059	5207	5362	
Equipment Operator (Light) (a)	4313	4343	4380	4380	4380	4380	4380	4380	4389	4399
	4407	4418	4425	4579						
Apprentice Electrician, Mechanic, Machinist,										
Rotating Equipment Repairman, or										
Heavy Equipment Operator	4166	4305	4442	4575	4713	4853	4988	5126	5266	
Winch Truck Operator (a)	3907	3929	3968	4001	4001	4001	4001	4001	4008	4019
	4029	4038	4046	4208						
Truck Operator*	3377	3401	3438	3467						
Helper	2918	3032	3141	3255	3369					

<sup>\*</sup> These employees shall work as Truck Operators and Helpers.

(a) Employees must be in these classifications a total of four or more years to become eligible for steps nine through 14.

# SECTION VI-A — SPECIAL SUBSTATION AND GENERATING PLANT CONSTRUCTION CREWS

Crew Leader	5702	5737	5771	2807	5838	5874				
-ead Switchboard Wireman	5449	5484	5523	2260	5882	5601				
Switchboard Wireman*	5325	5365	5401	5428	5463	5478				
-ead Electrician	5414	5453	5480	5510						
Lead Equipment Installer	5414	5453	5480	5510						
-ead Mechanic	5414	5453	5480	5510						
	5292	5324	5362	5379						
Equipment Installer	5292	5324	5362	5379						
	5292	5324	5362	5379						
Equipment Operator (Heavy)	5266	5306	5329	5362						
Equipment Operator (Light)** (1)	4313	4343	4380	4380	4380	4380	4380	4380	4389	4399
	4407	4418	4425	4579						
Apprentice Electrician, Apprentice Mechanic, Apprentice. Switchboard Wireman or										
Apprentice Equipment Installer	4166	4208	4228	4261	4301	4320				
Winch Truck Operator** (1)	3907	3929	3968	4001	4001	4001	4001	4001	4008	4019
	4029	4038	4046	4208						

WAGE SCHEDULES

# SECTION VI-A — SPECIAL SUBSTATION AND GENERATING PLANT CONSTRUCTION CREWS

	3036
	2944
ATES	2856
IINIMUM TO MAXIMUM MONTHLY RATI	3068 2790
UM MON	3034
MAXIM	3369 3006 2616
MUM TO	4001 3467 3255 2983 2552
Z	3968 3438 3141 2942 2490
	3929 3401 3032 2915 2422
	3907 3377 2918 2877 2354
CLASSIFICATION	Tractor Operator** Truck Operator Helper Switchman (Train Crews) Utilityman

<sup>\*</sup> Regularly do switchboard wiring.

<sup>\*\*</sup> These employees shall work as Truck Operators and Helpers.

<sup>(1)</sup> Employees must be in these classifications a total of four or more years to become eligible for steps nine through 14. (2) (Footnote deleted May 18, 2009)

# SECTION VI-B — SPECIAL LINE CONSTRUCTION CREWS

CLASSIFICATION			Z	MINIMUM TO MAXIMUM MONTHLY RATES	MAXIM	NOM MO	ITHLY R	ATES		
Crew Leader	5702	5737	5771	5807	5838	5874				
Lead Lineman (3)	5414	5453	5480	5510						
Lineman (3)	5292	5324	5362	5379						
Lead Mechanic	5414	5453	5480	5510						
Mechanic	5292	5324	5362	5379						
Equipment Operator (Heavy)*	5266	5306	5329	5362						
Equipment Operator (Light)** (1)	4313	4343	4380	4380	4380	4380	4380	4380	4389	4399
	4407	4418	4425	4579						
Tractor Operator***	3907	3929	3968	4001						
Apprentice Lineman	4166	4208	4228	4261	4301	4320				
Apprentice Mechanic	4166	4208	4228	4261	4301	4320				
Winch Truck Operator*** (1)	3907	3929	3968	4001	4001	4001	4001	4001	4008	4019
	4029	4038	4046	4208						
Truck Operator***	3377	3401	3438	3467						
Helper	2918	3032	3141	3255	3369					
Utilityman	2354	2422	2490	2552	2616	2724	2790	2856	2944	3036

# SECTION VI-B — SPECIAL LINE CONSTRUCTION CREWS

- \*\* These employees shall operate tractor-trailers and tractors equipped with light attachments for hole digging, counterpoise plowing, and \* These employees shall operate tractors equipped with heavy attachments for setting 230KV structures. small structure setting.
  - \*\*\* These employees shall work as Truck Operators and Helpers.
- (1) Employees must be in these classifications a total of four or more years to become eligible for steps nine through 14. (2) (Footnote deleted May 18, 2009)
  - (3) Employees will be paid an hourly premium when actually performing barehand work at a rate based on \$143/month.

#### SECTION XIV — MATERIALS DEPARTMENT

CLASSIFICATION Senior Storekeeper	4161	4309	MIN 4460	MUM TO 4612	MAXIM 4761	<b>UM MON</b> 4908	INIMUM TO MAXIMUM MONTHLY RATI 0 4612 4761 4908 5059 5	<b>ATES</b> 5207	5362	
Truck Operator (1)	3377	3401	3438	3467						
Helper	2918	3032	3141	3255	3369					
Utilityman (When Used)	2354	2422	2490	2552	2616	2724	2790	2856	2944	3036

(1) These employees shall work as Truck Operators and Helpers.

#### PARAGRAPH 27(d)

#### MINIMUM TO MAXIMUM MONTHLY RATES

\* This classification is used only to accommodate journeymen that lose their drivers license.

4612

CLASSIFICATION
Journeyman(d)\*

### SECTION III-A — SUBSTATION MAINTENANCE

									ί
CLASSIFICATION			Z	MUM TO	MAXIM	MINIMUM TO MAXIMUM MONTHLY RATES	THLY R	ATES	
Crew Leader**	5845	5880	5915	5952	5984	6021			
Lead Electrician***	5549	5589	5617	5648					
Lead Mechanic***	5549	5589	5617	5648					
Electrician	5424	5457	5496	5513					
Mechanic	5424	5457	5496	5513					
Equipment Operator (Heavy)	5398	5439	5462	5496					
Equipment Operator (Light)* (1)	4421	4452	4490	4490	4490	4490	4490	4490	4499
	4517	4528	4536	4693					
Apprentice Electrician (2)	3930	4044	4229	4531	4832	5137	5398		
Apprentice Mechanic	4270	4313	4334	4368	4409	4428			
Winch Truck Operator* (1)	4005	4027	4067	4101	4101	4101	4101	4101	4108
	4130	4139	4147	4313					
Truck Operator*	3461	3486	3524	3554					
Helper	2991	3108	3220	3336	3453				
Utilityman	2413	2483	2552	2616	2681	2792	2860	2927	3018

WAGE SCHEDULES

#### SECTION III-A — SUBSTATION MAINTENANCE

- \* These employees shall work as Truck Operators and Helpers.
- \*\* A Crew Leader in this section shall be a part of and in charge of any four-employee crew which normally will not include more than one apprentice.
- \*\*\* A Lead Electrician or Lead Mechanic in this section shall be a part of and in charge of any three-employee crew which normally will not include more than one apprentice.
  - (1) Employees must be in these classifications a total of four or more years to become eligible for steps nine through 14.
    - (2) Development Program.

## SECTION III-B — TRANSMISSION LINE MAINTENANCE

CLASSIFICATION			Z	MUM TO	MAXIM	NOM MO	IINIMUM TO MAXIMUM MONTHLY RATES	ATES		
Crew Leader (2)	5845	5880	5915	5952	5984	6021				
Lead Lineman (2)	5549	5589	5617	5648						
Lineman (2)	5424	5457	5496	5513						
Equipment Operator (Heavy)	5398	5439	5462	5496						
Equipment Operator (Light) (1)	4421	4452	4490	4490	4490	4490	4490	4490	4499	4509
	4517	4528	4536	4693						
Apprentice Lineman	4270	4313	4334	4368	4409	4428				
Winch Truck Operator (1)	4005	4027	4067	4101	4101	4101	4101	4101	4108	4119
	4130	4139	4147	4313						
Truck Operator	3461	3486	3524	3554						
Helper	2991	3108	3220	3336	3453					
Utilityman	2413	2483	2552	2616	2681	2792	2860	2927	3018	3112

### SECTION III-B — TRANSMISSION LINE MAINTENANCE

- - (1) Employees must be in these classifications a total of four or more years to become eligible for steps nine through 14. (2) Employees will be paid an hourly premium when actually performing barehand work at a rate based on \$143/month.

#### SECTION III-C — SUBSTATION OPERATORS

CLASSIFICATION			Z	MUM TO	MAXIM	IINIMUM TO MAXIMUM MONTHLY RATES	THLY R/	ATES		
Operator A (1)	5398	5439	5462	5496						
Operator B (1)	4413	4432	4468	4490						
Operator C (1)	4107	4137	4176							
Operator D (1)	3482	3520	3552	3584	3599					
Utilityman	2413	2483	2552	2616	2681	2792	2860	2927	3018	3112

<sup>(1)</sup> Relief Operators regularly relieving at two or more substations or generating plants shall receive \$15 per month above the regular rate for their classification, however, seniority shall continue to be in the respective Operator's classification.

2

#### SECTION V — THE REPAIR SHOP

CLASSIFICATION			Z	мим то	MAXIM	NOM MO	MINIMUM TO MAXIMUM MONTHLY RATES	ATES		
Electrician, Mechanic, Machinist, Rotating Equipment Repairman, or										
Heavy Equipment Operator	5439	5462	5496							
Senior Storekeeper	4265	4417	4572	4727	4880	5031	5185	5337	5496	
Equipment Operator (Light) (a)	4421	4452	4490	4490	4490	4490	4490	4490	4499	4509
	4517	4528	4536	4693						
Apprentice Electrician, Mechanic, Machinist,										
Rotating Equipment Repairman, or										
Heavy Equipment Operator	4270	4413	4553	4689	4831	4974	5113	5254	5398	
Winch Truck Operator (a)	4005	4027	4067	4101	4101	4101	4101	4101	4108	4119
	4130	4139	4147	4313						
Truck Operator*	3461	3486	3524	3554						
Helper	2991	3108	3220	3336	3453					

WAGE SCHEDULES

<sup>\*</sup> These employees shall work as Truck Operators and Helpers.

(a) Employees must be in these classifications a total of four or more years to become eligible for steps nine through 14.

# SECTION VI-A — SPECIAL SUBSTATION AND GENERATING PLANT CONSTRUCTION CREWS

CLASSIFICATION								2		
	5845	5880	5915	5952	5984	6021				
-ead Switchboard Wireman	5585	5621	5661	2699	5725	5741				
Switchboard Wireman*	5458	5499	5536	5564	2600	5615				
-ead Electrician	5549	5589	5617	5648						
ead Equipment Installer	5549	5589	5617	5648						
ead Mechanic	5549	5589	5617	5648						
	5424	5457	5496	5513						
Equipment Installer	5424	5457	5496	5513						
	5424	5457	5496	5513						
Equipment Operator (Heavy)	5398	5439	5462	5496						
Equipment Operator (Light)** (1)	4421	4452	4490	4490	4490	4490	4490	4490	4499	4509
	4517	4528	4536	4693						
Apprentice Electrician, Apprentice Mechanic,										
Apprentice. Switchboard Wireman or										
Apprentice Equipment Installer	4270	4313	4334	4368	4409	4428				
Winch Truck Operator** (1)	4005	4027	4067	4101	4101	4101	4101	4101	4108	4119
	4130	4139	4147	4313						

# SECTION VI-A — SPECIAL SUBSTATION AND GENERATING PLANT CONSTRUCTION CREWS

	3112
	3018
ATES	2927
THLY R	3145 2860
UM MON	3110 2792
MAXIM	3453 3081 2681
IINIMUM TO MAXIMUM MONTHLY RATE:	4101 3554 3336 3058 2616
Z	4067 3524 3220 3016 2552
	4027 3486 3108 2988 2483
	4005 3461 2991 2949 2413
CLASSIFICATION	Tractor Operator** Truck Operator Helper Switchman (Train Crews)

<sup>\*</sup> Regularly do switchboard wiring.

83

<sup>\*\*</sup> These employees shall work as Truck Operators and Helpers.

<sup>(1)</sup> Employees must be in these classifications a total of four or more years to become eligible for steps nine through 14. (2) (Footnote deleted May 18, 2009)

# SECTION VI-B — SPECIAL LINE CONSTRUCTION CREWS

CLASSIFICATION			Z	MUM TO	MAXIM	NM MON	MINIMUM TO MAXIMUM MONTHLY RATES	ATES		
Crew Leader	5845	5880	5915	5952	5984	6021				
Lead Lineman (3)	5549	5589	5617	5648						
Lineman (3)	5424	5457	5496	5513						
Lead Mechanic	5549	5589	5617	5648						
Mechanic	5424	5457	5496	5513						
Equipment Operator (Heavy)*	5398	5439	5462	5496						
Equipment Operator (Light)** (1)	4421	4452	4490	4490	4490	4490	4490	4490	4499	4509
	4517	4528	4536	4693						
Tractor Operator***	4005	4027	4067	4101						
Apprentice Lineman	4270	4313	4334	4368	4409	4428				
Apprentice Mechanic	4270	4313	4334	4368	4409	4428				
Winch Truck Operator*** (1)	4005	4027	4067	4101	4101	4101	4101	4101	4108	4119
	4130	4139	4147	4313						
Truck Operator***	3461	3486	3524	3554						
Helper	2991	3108	3220	3336	3453					
Utilityman	2413	2483	2552	2616	2681	2792	2860	2927	3018	3112

# SECTION VI-B — SPECIAL LINE CONSTRUCTION CREWS

- \*\* These employees shall operate tractor-trailers and tractors equipped with light attachments for hole digging, counterpoise plowing, and \* These employees shall operate tractors equipped with heavy attachments for setting 230KV structures. small structure setting.
  - (1) Employees must be in these classifications a total of four or more years to become eligible for steps nine through 14. \*\*\* These employees shall work as Truck Operators and Helpers. (2) (Footnote deleted May 18, 2009)
    - (3) Employees will be paid an hourly premium when actually performing barehand work at a rate based on \$143/month.

#### SECTION XIV — MATERIALS DEPARTMENT

CLASSIFICATION			Z	MUM TO	MAXIM	NOM MU	IINIMUM TO MAXIMUM MONTHLY RATES	ATES		
Senior Storekeeper	4265	4417	4572	4727	4880	5031	5185	5337	5496	
Truck Operator (1)	3461	3486	3524	3554						
Helper	2991	3108	3220	3336	3453					
Utilityman (When Used)	2413	2483	2552	2616	2681	2792	2860	2927	3018	3112

86

(1) These employees shall work as Truck Operators and Helpers.

#### PARAGRAPH 27(d)

#### MINIMUM TO MAXIMUM MONTHLY RATES

Journeyman(d)\* 4727

CLASSIFICATION

87

\* This classification is used only to accommodate journeymen that lose their drivers license.

### SECTION III-A — SUBSTATION MAINTENANCE

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CLASSIFICATION			Z	MUM TO	MAXIM	MINIMUM TO MAXIMUM MONTHLY RATES	THLY R	ATES	
Crew Leader**	6020	9209	6092	6131	6164	6202			
Lead Electrician***	5715	5757	98/9	5817					
Lead Mechanic***	5715	5757	5786	5817					
Electrician	2887	5621	5661	2678					
Mechanic	5587	5621	5661	2678					
Equipment Operator (Heavy)	2260	5602	5626	5661					
Equipment Operator (Light)* (1)	4554	4586	4625	4625	4625	4625	4625	4625	4634
	4653	4664	4672	4834					
Apprentice Electrician (2)	4048	4165	4356	4667	4977	5291	2260		
Apprentice Mechanic	4398	4442	4464	4499	4541	4561			
Winch Truck Operator* (1)	4125	4148	4189	4224	4224	4224	4224	4224	4231
	4254	4263	4271	4442					
Truck Operator*	3565	3591	3630	3661					
Helper	3081	3201	3317	3436	3557				
Utilityman	2485	2557	2629	2694	2761	2876	2946	3015	3109

4644

4243

3205

#### SECTION III-A — SUBSTATION MAINTENANCE

- \* These employees shall work as Truck Operators and Helpers.
- \*\* A Crew Leader in this section shall be a part of and in charge of any four-employee crew which normally will not include more than one apprentice.
- \*\*\* A Lead Electrician or Lead Mechanic in this section shall be a part of and in charge of any three-employee crew which normally will not include more than one apprentice.
  - (1) Employees must be in these classifications a total of four or more years to become eligible for steps nine through 14.
    - (2) Development Program.

## SECTION III-B — TRANSMISSION LINE MAINTENANCE

CLASSIFICATION			Z	MUM TC	MAXIM	NOM MO	MINIMUM TO MAXIMUM MONTHLY RATES	ATES		
Crew Leader (2) Lead Lineman (2) Lineman (2) Fourinment Onerator (Heavy)	6020 5715 5587 5560	6056 5757 5621 5602	6092 5786 5661 5626	6131 5817 5678 5661	6164	6202				
Equipment Operator (Light) (1) Apprentice Lineman	4554 4653 4398	4586 4664 4442	4625 4672 4464	4625 4834 4499	4625	4625	4625	4625	4634	4644
Winch Truck Operator (1)	4125 4254	4148 4263	4189	4224 4442	4224	4224	4224	4224	4231	4243
Truck Operator Helper Utilityman	3565 3081 2485	3591 3201 2557	3630 3317 2629	3661 3436 2694	3557 2761	2876	2946	3015	3109	3205

### SECTION III-B — TRANSMISSION LINE MAINTENANCE

- - (1) Employees must be in these classifications a total of four or more years to become eligible for steps nine through 14. (2) Employees will be paid an hourly premium when actually performing barehand work at a rate based on \$143/month.

#### SECTION III-C — SUBSTATION OPERATORS

CLASSIFICATION			Z	MUM TO	MAXIM	IINIMUM TO MAXIMUM MONTHLY RATES	THLY R/	ATES		
Operator A (1)	2560	5602	5626	5661						
Operator B (1)	4545	4565	4602	4625						
Operator C (1)	4230	4261	4301							
Operator D (1)	3586	3626	3659	3692	3707					
Utilityman	2485	2557	2629	2694	2761	2876	2946	3015	3109	3205

<sup>(1)</sup> Relief Operators regularly relieving at two or more substations or generating plants shall receive \$15 per month above the regular rate for their classification, however, seniority shall continue to be in the respective Operator's classification.

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WAGE SCHEDULES

#### SECTION V — THE REPAIR SHOP

CLASSIFICATION			Z	MINIMUM TO MAXIMUM MONTHLY RATES	MAXIM	NOM MU	THLY R	ATES		
Electrician, Mechanic, Machinist, Rotating Equipment Repairman, or										
Heavy Equipment Operator	5602	5626	5661							
Senior Storekeeper	4393	4550	4709	4869	5026	5182	5341	5497	5661	
Equipment Operator (Light) (a)	4554	4586	4625	4625	4625	4625	4625	4625	4634	4644
	4653	4664	4672	4834						
Apprentice Electrician, Mechanic, Machinist,										
Rotating Equipment Repairman, or										
Heavy Equipment Operator	4398	4545	4690	4830	4976	5123	5266	5412	2260	
Winch Truck Operator (a)	4125	4148	4189	4224	4224	4224	4224	4224	4231	4243
	4254	4263	4271	4442						
Truck Operator*	3565	3591	3630	3661						
Helper	3081	3201	3317	3436	3557					

<sup>\*</sup> These employees shall work as Truck Operators and Helpers.

<sup>(</sup>a) Employees must be in these classifications a total of four or more years to become eligible for steps nine through 14.

# SECTION VI-A — SPECIAL SUBSTATION AND GENERATING PLANT CONSTRUCTION CREWS

MINIMUM TO MAXIMUM MONTHLY RATES	6202 5913 5783	4625 4625 4625 4634 4644 4581	4224 4224 4224 4231 4243
MAXIMU	6164 5897 5768	4625	4224
MUM TO	6131 5870 5731 5817 5817 5678 5678 5678	4625 4834 4499	4224
Z	6092 5831 5702 5786 5786 5786 5786 5661 5661	4625 4672 4672	4189
	6056 5790 5664 5757 5757 5757 5621 5621	4586 4664 4447	4148
	6020 5753 5622 5715 5715 5715 5715 5587 5587 5587	4554 4653 4398	4125
CLASSIFICATION	Crew Leader Lead Switchboard Wireman Switchboard Wireman* Lead Electrician Lead Equipment Installer Lead Mechanic Electrician Equipment Installer Mechanic Electrician	Equipment Operator (Treavy) Equipment Operator (Light)** Apprentice Electrician, Apprentice Mechanic, Apprentice Switchboard Wirmann or Apprentice For minment Installer	Winch Truck Operator** (1)

# SECTION VI-A — SPECIAL SUBSTATION AND GENERATING PLANT CONSTRUCTION CREWS

MINIMUM TO MAXIMUM MONTHLY RATES	4125 4148 4189 4224 3565 3591 3630 3661 3081 3201 3317 3436 3557 3037 3078 3106 3150 3173 3203 3239 2485 2557 2629 2694 2761 2876 2946 3015 3109 3205
CLASSIFICATION	Tractor Operator** Truck Operator Helper Switchman (Train Crews) Utilityman

<sup>\*</sup> Regularly do switchboard wiring.

95

<sup>\*\*</sup> These employees shall work as Truck Operators and Helpers.

<sup>(1)</sup> Employees must be in these classifications a total of four or more years to become eligible for steps nine through 14. (2) (Footnote deleted May 18, 2009)

# SECTION VI-B — SPECIAL LINE CONSTRUCTION CREWS

CLASSIFICATION			Z	MUM TO	MAXIM	UM MON	MINIMUM TO MAXIMUM MONTHLY RATES	ATES		
Crew Leader	6020	9509	6092	6131	6164	6202				
Lead Lineman (3)	5715	5757	5786	5817						
Lineman (3)	5587	5621	5661	5678						
Lead Mechanic	5715	5757	5786	5817						
Mechanic	5587	5621	5661	5678						
Equipment Operator (Heavy)*	2560	5602	5626	5661						
Equipment Operator (Light)** (1)	4554	4586	4625	4625	4625	4625	4625	4625	4634	4644
	4653	4664	4672	4834						
Tractor Operator***	4125	4148	4189	4224						
Apprentice Lineman	4398	4442	4464	4499	4541	4561				
Apprentice Mechanic	4398	4442	4464	4499	4541	4561				
Winch Truck Operator*** (1)	4125	4148	4189	4224	4224	4224	4224	4224	4231	4243
	4254	4263	4271	4442						
Truck Operator***	3565	3591	3630	3661						
Helper	3081	3201	3317	3436	3557					
Utilityman	2485	2557	2629	2694	2761	2876	2946	3015	3109	3205

WAGE SCHEDULES

# SECTION VI-B — SPECIAL LINE CONSTRUCTION CREWS

- \*\* These employees shall operate tractor-trailers and tractors equipped with light attachments for hole digging, counterpoise plowing, and \* These employees shall operate tractors equipped with heavy attachments for setting 230KV structures. small structure setting.
  - (1) Employees must be in these classifications a total of four or more years to become eligible for steps nine through 14. \*\*\* These employees shall work as Truck Operators and Helpers.
- (2) (Footnote deleted May 18, 2009)
  (3) Employees will be paid an hourly premium when actually performing barehand work at a rate based on \$143/month.

#### SECTION XIV — MATERIALS DEPARTMENT

CLASSIFICATION			Z	MUM TO	MAXIM	MINIMUM TO MAXIMUM MONTHLY RATES	THLY R	ATES		
Senior Storekeeper	4393	4550	4709	4869	5026	5182	5341	5497	5661	
Truck Operator (1)	3565	3591	3630	3661						
Helper	3081	3201	3317	3436	3557					
Utilityman (When Used)	2485	2557	2629	2694	2761	2876	2946	3015	3109	3205

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(1) These employees shall work as Truck Operators and Helpers.

#### PARAGRAPH 27(d)

#### MINIMUM TO MAXIMUM MONTHLY RATES

Journeyman(d)\*

\* This classification is used only to accommodate journeymen that lose their drivers license.

CLASSIFICATION

### SECTION III-A — SUBSTATION MAINTENANCE

									7	2015
CLASSIFICATION			Ξ	MUM TO	MAXIM	NOM MU	MINIMUM TO MAXIMUM MONTHLY RATES	ATES		
Crew Leader**	6216	6253	6290	6330	6364	6404				
Lead Electrician***	5901	5944	5974	9009						
Lead Mechanic***	5901	5944	5974	9009						
Electrician	5769	5804	5845	5863						
Mechanic	5769	5804	5845	5863						
Equipment Operator (Heavy)	5741	5784	5809	5845						
Equipment Operator (Light)* (1)	4702	4735	4775	4775	4775	4775	4775	4775	4785	4795
	4804	4816	4824	4991						
Apprentice Electrician (2)	4180	4300	4498	4819	5139	5463	5741			
Apprentice Mechanic	4541	4586	4609	4645	4689	4709				
Winch Truck Operator* (1)	4259	4283	4325	4361	4361	4361	4361	4361	4369	4381
	4392	4402	4410	4586						
Truck Operator*	3681	3708	3748	3780						
Helper	3181	3305	3425	3548	3673					
Utilityman	2566	2640	2714	2782	2851	2969	3042	3113	3210	3309

#### SECTION III-A — SUBSTATION MAINTENANCE

- \* These employees shall work as Truck Operators and Helpers.
- \*\* A Crew Leader in this section shall be a part of and in charge of any four-employee crew which normally will not include more than one apprentice.
- \*\*\* A Lead Electrician or Lead Mechanic in this section shall be a part of and in charge of any three-employee crew which normally will not include more than one apprentice.
  - (1) Employees must be in these classifications a total of four or more years to become eligible for steps nine through 14.
    - (2) Development Program.

## SECTION III-B — TRANSMISSION LINE MAINTENANCE

CLASSIFICATION			Z	AINIMUM TO MAXIMUM MONTHLY RATES	MAXIM	NOW MO	THLY R	ATES		
Crew Leader (2)	6216	6253	6290	6330	6364	6404				
Lead Lineman (2)	5901	5944	5974	9009						
Lineman (2)	6929	5804	5845	5863						
Equipment Operator (Heavy)	5741	5784	5809	5845						
Equipment Operator (Light) (1)	4702	4735	4775	4775	4775	4775	4775	4775	4785	4795
	4804	4816	4824	4991						
Apprentice Lineman	4541	4586	4609	4645	4689	4709				
Winch Truck Operator (1)	4259	4283	4325	4361	4361	4361	4361	4361	4369	4381
	4392	4402	4410	4586						
Truck Operator	3681	3708	3748	3780						
Helper	3181	3305	3425	3548	3673					
Utilityman	2566	2640	2714	2782	2851	2969	3042	3113	3210	3309

### SECTION III-B — TRANSMISSION LINE MAINTENANCE

- (1) Employees must be in these classifications a total of four or more years to become eligible for steps nine through 14. (2) Employees will be paid an hourly premium when actually performing barehand work at a rate based on \$143/month.
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### SECTION III-C — SUBSTATION OPERATORS

CLASSIFICATION			Z	MUM TO	MAXIM	IINIMUM TO MAXIMUM MONTHLY RATES	THLY R/	ATES		
Operator A (1)	5741	5784	5809	5845						
Operator B (1)	4693	4713	4752	4775						
Operator C (1)	4367	4399	4441							
Operator D (1)	3703	3744	3778	3812	3827					
Utilityman	2566	2640	2714	2782	2851	2969	3042	3113	3210	3309

<sup>(1)</sup> Relief Operators regularly relieving at two or more substations or generating plants shall receive \$15 per month above the regular rate for their classification, however, seniority shall continue to be in the respective Operator's classification.

0

WAGE SCHEDULES

### SECTION V — THE REPAIR SHOP

CLASSIFICATION			Z	MUM TO	MAXIM	NOM MO	AINIMUM TO MAXIMUM MONTHLY RATES	ATES		
Electrician, Mechanic, Machinist, Rotating Equipment Repairman, or										
Heavy Equipment Operator	5784	5809	5845							
Senior Storekeeper	4536	4698	4862	5027	5189	5350	5515	9299	5845	
Equipment Operator (Light) (a)	4702	4735	4775	4775	4775	4775	4775	4775	4785	4795
	4804	4816	4824	4991						
Apprentice Electrician, Mechanic, Machinist,										
Rotating Equipment Repairman, or										
Heavy Equipment Operator	4541	4693	4842	4987	5138	5289	5437	5588	5741	
Winch Truck Operator (a)	4259	4283	4325	4361	4361	4361	4361	4361	4369	4381
	4392	4402	4410	4586						
Truck Operator*	3681	3708	3748	3780						
Helper	3181	3305	3425	3548	3673					

<sup>\*</sup> These employees shall work as Truck Operators and Helpers.

(a) Employees must be in these classifications a total of four or more years to become eligible for steps nine through 14.

# SECTION VI-A — SPECIAL SUBSTATION AND GENERATING PLANT CONSTRUCTION CREWS

CLASSIFICATION			Z	MINIMUM TO MAXIMUM MONTHLY RATES	MAXIM	NOM MO	II HLY R	AIES		
	6216	6253	6290	6330	6364	6404				
-ead Switchboard Wireman	5940	5978	6021	6061	6089	6105				
Switchboard Wireman*	5805	5848	5887	5917	5955	5971				
	5901	5944	5974	9009						
ead Equipment Installer	5901	5944	5974	9009						
	5901	5944	5974	9009						
	5769	5804	5845	5863						
Equipment Installer	69/5	5804	5845	5863						
	5769	5804	5845	5863						
Equipment Operator (Heavy)	5741	5784	5809	5845						
Equipment Operator (Light)** (1)	4702	4735	4775	4775	4775	4775	4775	4775	4785	4795
	4804	4816	4824	4991						
Apprentice Electrician, Apprentice Mechanic,										
Apprentice. Switchboard Wireman or										
Apprentice Equipment Installer	4541	4586	4609	4645	4689	4709				
Winch Truck Operator** (1)	4259	4283	4325	4361	4361	4361	4361	4361	4369	4381
	4392	4402	4410	4586						

# SECTION VI-A — SPECIAL SUBSTATION AND GENERATING PLANT CONSTRUCTION CREWS

	3309
	3210
ATES	3113
IINIMUM TO MAXIMUM MONTHLY RATE	3344 3042
UM MON	3307
MAXIM	3673 3276 2851
MUM TO	4361 3780 3548 3252 2782
Z	4325 3748 3425 3207 2714
	4283 3708 3305 3178 2640
	4259 3681 3181 3136 2566
CLASSIFICATION	Tractor Operator** Truck Operator Helper Switchman (Train Crews) Utilityman

<sup>\*</sup> Regularly do switchboard wiring.

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<sup>\*\*</sup> These employees shall work as Truck Operators and Helpers.

<sup>(1)</sup> Employees must be in these classifications a total of four or more years to become eligible for steps nine through 14. (2) (Footnote deleted May 18, 2009)

# SECTION VI-B — SPECIAL LINE CONSTRUCTION CREWS

							MINIMUM TO MAXIMUM MONTHLY KATES	AIES		
Crew Leader	6216	6253	6290	6330	6364	6404				
Lead Lineman (3)	5901	5944	5974	9009						
Lineman (3)	5769	5804	5845	5863						
Lead Mechanic	5901	5944	5974	9009						
Mechanic	2169	5804	5845	5863						
Equipment Operator (Heavy)*	5741	5784	5809	5845						
Equipment Operator (Light)** (1)	4702	4735	4775	4775	4775	4775	4775	4775	4785	4795
	4804	4816	4824	4991						
Tractor Operator***	4259	4283	4325	4361						
Apprentice Lineman	4541	4586	4609	4645	4689	4709				
Apprentice Mechanic	4541	4586	4609	4645	4689	4709				
Winch Truck Operator*** (1)	4259	4283	4325	4361	4361	4361	4361	4361	4369	4381
	4392	4402	4410	4586						
Truck Operator***	3681	3708	3748	3780						
Helper	3181	3305	3425	3548	3673					
Utilityman	2566	2640	2714	2782	2851	2969	3042	3113	3210	3300

WAGE SCHEDULES

## SECTION VI-B — SPECIAL LINE CONSTRUCTION CREWS

- \*\* These employees shall operate tractor-trailers and tractors equipped with light attachments for hole digging, counterpoise plowing, and \* These employees shall operate tractors equipped with heavy attachments for setting 230KV structures. small structure setting.
  - (1) Employees must be in these classifications a total of four or more years to become eligible for steps nine through 14. \*\*\* These employees shall work as Truck Operators and Helpers.
    - (2) (Footnote deleted May 18, 2009)
- (3) Employees will be paid an hourly premium when actually performing barehand work at a rate based on \$143/month.

### SECTION XIV — MATERIALS DEPARTMENT

CLASSIFICATION			Z	MUM TO	MAXIM	<b>MINIMUM TO MAXIMUM MONTHLY RATES</b>	THLYR	ATES		
Senior Storekeeper	4536	4698	4862	5027	5189	5350	5515	9299	5845	
Truck Operator (1)	3681	3708	3748	3780						
Helper	3181	3305	3425	3548	3673					
Utilityman (When Used)	2566	2640	2714	2782	2851	2969	3042	3113	3210	3309

(1) These employees shall work as Truck Operators and Helpers.

### PARAGRAPH 27(d)

## MINIMUM TO MAXIMUM MONTHLY RATES

Journeyman(d)\* 5027

\* This classification is used only to accommodate journeymen that lose their drivers license.

CLASSIFICATION

### **EXHIBIT "E"**

### POLICIES AND PRACTICES RELATING TO "BAREHAND" AND 25KV WORK

The parties agree to the following general policies pertaining to overhead line work:

- Section "0" will continue to control all construction and maintenance work.
- No employee will be required to perform work which either the employee or Management believes to be unsafe or for which the employee is not qualified, trained, and/or equipped. The Journeyman in charge of the work is responsible to raise and resolve safety issues before commencing work.
- 3. All employees assigned to "barehand" or gloving work will be properly trained. Employees initially assigned to this type of specialized work will be given the standard five-day training program involving proper procedures for performing this work. Refresher training will be provided at appropriate intervals. All training will include special emphasis on proper cover-up procedures, rigging, clearances, job planning and the use of other hot line equipment.
- All first-line supervisors who direct barehand work will be required to participate in initial and refresher training programs.
- 5. The employee in charge of barehand work will always meet with other employees performing the work to discuss each job. Employees assigned to the barehand work will conduct a visual inspection of the job and discuss the clearances and "Eprocedures to be used in completing the job.

Journeymen and Apprentices, who glove 25KV in Sections III-A, III-B and VI-B will be called upon to perform all duties normally associated with the construction and maintenance of the system for which they have been trained, qualified, and equipped. The parties agree and acknowledge that specific conditions and practices are prerequisite to certain construction and maintenance activities as follows:

- Staffing and training requirements for all line work performed under this Agreement will be determined with due regard to all applicable safety requirements and practices.
- No employee will be required to glove 25KV during the hours of darkness.

### **EXHIBIT "F"**

### GENERAL GUIDELINES TO BE FOLLOWED FOR

### THE ASSIGNMENT OF OVERTIME

In an effort to establish guidelines to determine who should work overtime, the following factors should be considered:

- The qualified volunteer with the least overtime should be contacted. In contacting the qualified volunteer, good faith and a reasonable effort will be exerted.
- (2) If the volunteers with the least amount of overtime make a reasonable request not to work and other volunteers are available and desire to work, the overtime should be assigned to those who desire the overtime.
- (3) After a reasonable attempt to contact the qualified volunteer or the number of qualified volunteers needed has been made and after determining that the volunteers contacted have made reasonable requests not to work, the volunteers with the least amount of overtime will be required to work absent a valid reason.

The low volunteers who do not have a valid reason for not working will have the option of finding qualified employees to work in their places provided the qualified employees notify their supervisors that they will replace the low volunteers assigned the overtime work.

In this situation, it will not be considered a violation of the Agreement if substitute employees are not the low employees on the overtime list. In this instance, the substitutes will be charged with the amount of overtime worked. After being notified of the substitutions by the qualified employees, the supervisor will excuse the low volunteers from the assigned overtime. Until notified of the release, the low volunteers are responsible for working the assigned overtime. The provisions of this paragraph will only apply to a specific situation where

- the low volunteers do not have a valid reason for not working.
- (4) An employee who volunteers for overtime will be considered as a volunteer for a full shift (eight hours).
- (5) If there are no volunteers, the low non-volunteer will be assigned the overtime absent a valid reason for not being able to work.
- (6) Each supervisor should be reasonably aware of all employees' total overtime and the list used to equalize overtime should be updated at least every two weeks and posted. The list will be updated and posted weekly consistent with the implementation of the Southern Time and Attendance Reporting System (STARS).
- (7) If an employee is newly hired, returns from long-term disability leave or any other long-term leaves of absence of more than 180 calendar days, changes classification, changes section, or transfers to a new location, when the employee is qualified to be placed on the overtime equalization list, the employee should be assigned a number of hours on the overtime list which represents the average overtime worked during the current year by employees in the same classification and section at that location
- (8) If a member of supervision, while making a good faith effort to assign overtime in accordance with these provisions, erroneously assigns the work to an employee who is not low, an equal amount of overtime work will be made available at a mutually agreeable time for the employee who was overlooked. This procedure will return the employee to the rightful place on the overtime list.
- (9) Consistent with the Memorandum of Agreement, it is Management's and the Union's desire that a good faith effort should be made to assign the overtime to those employees who desire to work it.
- (10) For employees in Sections III-A, III-B, V, VI-A and VI-B, the following provisions will apply:

Local overtime agreements (subject to approval of 90% of the affected employees at the location) may be established. Prior to implementation, local agreements must be reduced to writing and endorsed by Management and the Union Business Manager (or designee). Local agreements will last for one calendar year or the remainder of a year and can be discontinued by mutual consent at any time or with 30 days written notice by Management or the Union. Otherwise, the other provisions of this exhibit shall prevail.

### **EXHIBIT "I"**

### GENERAL GUIDELINES FOR TEMPORARY PROMOTIONS

Temporary promotion (blueslipping) is defined as relieving, substituting, or working in a higher classification. It is desirable that all eligible employees have blueslipping experience in order that they may be prepared for permanent promotion to a higher classification covered by the Memorandum of Agreement. No employee should request to be excused from temporarily working in a higher classification for trivial or frivolous reasons. Blueslipping is an important and necessary phase of the work. There may be temporary justification for excusing an employee from blueslipping, and there also may be cases where, for various serious personal reasons, an employee requests to be excused from any blueslipping for relatively long periods of Opportunities for blueslipping will be available on a seniority basis among eligible qualified employees at each location. In the districts, an assignment of less than a full week will be offered to the senior qualified person in the crew, and for a week or more, the assignment will be offered to the senior qualified person in the headquarters. While every effort will be made to tender blueslipping opportunities to the senior employee, it is recognized that this may not always be practical in every instance.

The policy to be followed concerning blueslipping is now summarized as follows:

1. Employees will be expected to blueslip when directed by supervision. If they have compelling and sufficient reasons, they may be excused by supervision from this temporary duty. It is intended that each tender of opportunity for blueslipping and subsequent excuse be considered as a separate individual incident and not prejudice or preclude consideration for blueslipping opportunities in the future. If there is no qualified employee who desires to be blueslipped, the junior qualified employee will be

required to blueslip, absent a valid reason. A valid reason may be defined as an unexpected or personal need that would cause serious personal or financial harm to the individual if not attended to immediately.

- 2. Employees may have valid personal reasons for not working in a higher classification. They may feel not qualified to work in a higher classification or might fear the greater responsibility. An employee having these or similar feelings may, upon request, be excused from consideration for blueslipping for a definite period of time. Employees may withdraw their request at any time.
- Employees who are called out between paid blueslip assignments will be paid the blueslip rate for the call out

NOTE: (Deleted July 1, 2011)

### EXHIBIT "J-1"

### MEMORANDUM OF UNDERSTANDING

### ON REMOTE SHOW UP

This memorandum outlines the conditions for reporting to a location other than their permanent bid headquarters. However, it does not apply to employees eligible for per diem or attending school.

- When a crew is chosen for remote show-up, employees on the crew who are unable to work the assignment will be allowed to find a substitute in the same classification who is qualified. If an employee has an emergency during a remote show-up assignment, the employee can exchange assignments with another qualified employee at the regular headquarters.
- Employees will be notified of the expected duration of assignments for remote show-up. Work assignments will be expected to last for at least one week. If the work lasts for more than 4 weeks, employees will have the opportunity to be removed from the assignment.
- 3. Employees assigned to remote show-up will be allowed to work four days/10 hours per day on consecutive days, Monday through Friday if at all possible. The specific working conditions for the work schedule will be the same as described in Exhibit "M." If the assignment is completed in the middle of a week, employees will report to their permanent headquarters for the remainder of the week and will remain on 4/10's for that week
- 4. The temporary location for reporting can be up to 30 miles, one way, from the permanent headquarters. The distance is defined by the shortest public thoroughfares. Employees will provide their own transportation and travel on their own time. Where the temporary location is a distance further than 30 miles, volunteers will be utilized.

- 5. Employees will be reimbursed at the current company mileage rate for the increased incurred mileage resulting from the change in reporting locations. For example, if the employee normally travels 40 miles round trip to work and now travels 66 miles round trip, the employee will be reimbursed for the additional 26 miles per day at the current company mileage rate.
- 6. When employees are assigned to report to another headquarters, they will not be included on the new reporting headquarters overtime preference list. Overtime assignments and temporary promoting at the reporting headquarters will follow the current guidelines and be offered first to permanent employees of the headquarters before being offered to temporary assignees.
- Crews assigned to remote show-up will attend regular safety meetings on company time and at company expense.
- 8. No employee will be required to work more than 80 days on remote show-up in a calendar year.
- 9. When show-up sites are established at locations other than GPC locations, arrangements for security of employees' vehicles, bathroom facilities, job posting notices, water and other necessary items will be provided where reasonably possible. It is understood that the Company will reimburse employees for stolen personal tools if these tools were locked in a designated secure area for the night.

### EXHIBIT "J-2"

### MEMORANDUM OF UNDERSTANDING ON REMOTE SHOW-UP

This memorandum outlines the conditions for employees at The Repair Shop and Materials reporting to a location other than their permanent bid headquarters. It does not apply to employees who are attending school.

- When an employee or a crew is chosen for remote show-up, an employee or crew member who is unable to work the assignment will be allowed to find a substitute in the same classification who is qualified. If an employee has an emergency during a remote showup assignment, the employee can exchange assignments with another qualified employee at the regular headquarters.
- Employees will be notified of the expected duration of assignments for remote show-up. If the work lasts for more than 4 weeks, employees will have the opportunity to be removed from the assignment.
- 3. Employees assigned to remote show-up will be allowed to work four days/10 hours per day on consecutive days, Monday through Friday if at all possible. The specific working conditions for the work schedule will be the same as described in Exhibit "M." If the assignment is completed in the middle of a week, employees will report to their permanent headquarters for the remainder of the week and will remain on 4/10's for that week.
- 4. The temporary location for reporting for Materials can be up to 45 miles, one way, from the permanent headquarters. The distance is defined by the shortest public thoroughfares. Employees will provide their own transportation and travel on their own time. Where the temporary location is a distance further than described above, volunteers will be utilized.
- Employees will be reimbursed at the current company mileage rate for the increased incurred mileage

- resulting from the change in reporting locations. For example, if the employee normally travels 40 miles round trip to work and now travels 66 miles round trip, the employee will be reimbursed for the additional 26 miles per day at the current company mileage rate.
- 6. When employees are assigned to report to another headquarters, they will not be included on the new reporting headquarters overtime preference list. Overtime assignments and temporary promoting at the reporting headquarters will follow the current guidelines and be offered first to permanent employees of the headquarters before being offered to temporary assignees.
- Employees assigned to remote show-up will attend regular safety meetings on company time and at company expense.
- 8. When show-up sites are established at locations other than GPC locations, arrangements for security of employees' vehicles, bathroom facilities, job posting notices, water and other necessary items will be provided where reasonably possible. It is understood that the Company will reimburse employees for stolen personal tools if these tools were locked in a designated secure area for the night.

### **EXHIBIT "J-3"**

### MEMORANDUM OF UNDERSTANDING ON REMOTE SHOW-UP (Discontinued September 13, 2004)

### **EXHIBIT "K"**

Memorandum of Understanding on Sections I and III-A

- A. The Parties agree to the following stipulations in Sections I and III-A:
  - The classifications of Utilityman, Helper, Truck Operator (TO) or Winch Truck Operator (WTO) may be used as entry level positions into Sections I and III-A. It is understood that people employed into these classifications will not enter the Development Programs in Sections I and III-A unless a vacancy is created as an Unassigned Apprentice Lineman (UAL) 1 or 2 in Section I or an Apprentice Electrician in Section III-A.
  - The parties agree to the following interpretations as they pertain to the development programs for Sections I and III-A:
- For employees in Section I In the event of a lay off due to a lack of work
  - 1 Employees whose job is abolished in Crew Leader classifications (Crew Leader and Crew Leader 25KV or Barehand) must exercise section seniority rights in the Journeyman (i.e., Lineman and Lineman 25KV or Barehand, Troubleman and Troubleman 25KV, Lead Lineman and Lead 25KV or Lineman Barehand) or classifications first. When a Journeyman is displaced, the Crew Leader will assume the classification of the Journeyman. When an UAL2 is displaced, the Crew Leader will become a If there is not an UAL2 position Lineman. available, the Crew Leader may exercise section seniority over any employee in Section I and become a Lineman.
  - Employees displaced or whose job is abolished in Journeyman classifications must exercise section seniority rights in the Journeyman or UAL2

- classifications first. When an UAL2 is displaced, the Journeyman will become a Lineman. If there is not an UAL2 position available, the Journeyman may exercise section seniority over any employee in Section I and become a Lineman.
- Employees displaced in the Utilityman, Helper, TO, WTO, UAL1 and UAL2 classifications may (if their seniority is sufficient) exercise seniority either in their own classification or in a lower classification and retain their classification.
- For employees in Section III-A In the event of a lay off due to a lack of work
  - For employees in Section III-A on February 12, 1992. In the event of a lay off due to lack of work, a Journeyman must exercise section seniority rights in the Journeyman or Apprentice classification first. If there is not an Apprentice position available, then the Journeyman may exercise section seniority over any employee in the Journeyman's respective section and retain Journeyman classification.
  - For employees in Section III-A on February 12, 1992. In the event of lay off due to lack of work, an Apprentice must exercise section seniority rights in the Apprentice classification first. If there is not an Apprentice position available, then the Apprentice may exercise section seniority over any other employee in the Apprentice's respective section and retain Apprentice classification.
  - 3 For all employees who entered Section III-A after February 12, 1992. In the event of a lay off due to lack of work, an Apprentice must exercise section in seniority rights first the Apprentice classification. If there is not an Apprentice position available, then the Apprentice must exercise section seniority rights in the WTO, Helper, or Utilityman classifications. The

- Apprentice will assume the classification of the employee displaced at the appropriate pay step.
- 4. In the event the Apprentice cannot displace anyone as outlined in sub-paragraph C.3. but has section seniority over a Journeyman, then, the Apprentice may displace the Journeyman. The Apprentice will retain apprentice classification and continue in the Systematic Development Program.

### **EXHIBIT "M"**

### SECTION III-A (SUBSTATION MAINTENANCE CREWS) 4/10 AGREEMENT

The parties agree to the implementation of a work schedule of a 10-hour work period scheduled four days per week for Section III-A as outlined below.

### SCOPE

A schedule of a 10-hour period, four days per week shall be implemented from the date of this agreement for employees in Section III-A. The Company reserves the right to change such schedule at a later time consistent with the terms and conditions of the Memorandum of Agreement.

### II WORK SCHEDULE

The regular work schedule for these employees, except in emergencies and except as provided in paragraph 37 of the Memorandum of Agreement, shall be four consecutive days of 10 continuous hours, plus time out for meals between the hours of 6:00 a.m. and 6:00 p.m. or 40 hours per week, Mondays to Fridays inclusive. An exception to this provision will be that when employees are assigned to the Skills Development Center or other locations for training purposes, the regular work period for these employees may be as specified in paragraph 36(a).

In addition, employees rescheduled in accordance with paragraph 37(a) of the MOA shall be allowed to work a 10 hour work schedule four days per week

### III COMPENSATION

### Pay

Employees working a 10-hour per day, four-day week schedule, will receive 10 hours' pay per day at the regular straight time rate.

### Overtime

The overtime provisions of the Memorandum of Agreement will apply with the exception that reference to "8 hours" in paragraph 52(c) and 52(e) should be changed to "10 hours."

### IV. VACATION/SICK DAYS

Vacation and sick days shall be earned and charged in hours, i.e., an employee scheduled for a 10-hour work period shall be charged either 10 hours' vacation or sick if he is off for either reason.

### V. HOLIDAYS

Holidays will be observed on the calendar day on which they fall with the following exceptions:

While assigned to the new four-day per week schedule, upon mutual agreement between management and employee, holidays may be shifted to another day during the same working week with the understanding that all regular scheduled hours worked on the day originally scheduled as the holiday will be at the straight time rate (not to exceed 10 hours). When administering the holiday pay provisions of paragraph 13(c), any reference to "eight" hours should be changed to "10" hours.

### VI. EMPLOYEES TEMPORARILY RELIEVING AND SUBSTITUTING ON 4/10 CREW

- An employee who is working a five-day, eight-hour schedule who is temporarily relieving or substituting in a crew for two weeks or less will be paid eight hours at the straight time rate and two hours at the overtime rate for all days worked on a 4/10 crew. The employee will be paid at the straight time rate for the regular 10-hour work day after the initial two-week period.
- An employee who is working a five-day, eight-hour schedule and who is temporarily relieving or substituting in a crew for more than two weeks will work the same schedule as the 4/10 crew. The employee will be paid at the straight time rate for the regular 10hour work days after the initial two-week period.

### VII TERMS

The 10-hour/four-day work schedule shall be voluntary with voluntary status being determined by 100% of the crew agreeing to work the 4/10 schedule. The Company reserves the right to determine which crews or employees may volunteer. Upon mutual agreement between the Company and the Union or upon 21 days' written notice by either the Manager of Labor Relations or the Business Manager/Financial Secretary of Local 84, this agreement may be terminated. Working conditions will then be as outlined in the Memorandum of Agreement.

Unless specifically referenced above, the terms and conditions of the Memorandum of Agreement shall apply.

Revision of the March 22, 1993, Section III-A (Substation Maintenance) 4/10 Agreement.

### **EXHIBIT "N"**

### UNIFORMS

- A. Management will continue the uniform program for the next contract period beginning in 2011 designed to support product branding.
- B. The uniform program will be for Distribution and Transmission employees in the following Sections: I, III-A, III-B, III-C, VI-A, VI-B, X, XIV, and XVII.
- C. For employees entering the uniform program for the first time, an allowance credit of \$440.00 will be provided for the initial purchase of the uniform (shirts, jacket, cap) through the Company's uniform supplier.
- D. On January 1, 2012, 2013, and 2014, employees participating in the program will be provided with an allowance credit of \$300.00 for replenishment of uniform components. On January 1, 2015 and 2016, employees participating in the program will be provided with an allowance credit of \$325.00 for replenishment of uniform components.
- E. Management will be solely responsible for the design, implementation, and administration of this program.
- F. Employees participating in the uniform program will be responsible for cleaning and maintaining all uniforms in a presentable condition. After employees receive the uniform, they will wear the uniforms any time they are performing work for the Company. The uniform will not be worn for any other use.
- G. Uniforms damaged on the job will be considered for replacement on a case by case basis. Jackets that need replacement as a result of normal wear may be replaced solely at the discretion of management.

### EXHIBIT "P" (Modified JULY 1, 2012)

- Effective January 1, 2012, Section III-B will be treated as any other Section (meaning no other Section seniority will transfer to Section III-B).
- Current Section III-B employees who transferred Section I seniority to Section III-B, will retain one, one-way transfer back to Section I using their combined Sections I and III-B seniority.
- Current Section III-B employees who transferred Section VI-B seniority to Section III-B, will retain one, one-way transfer back to Section VI-B using their combined Sections VI-B and III-B seniority.
- Current employees in Section III-B who have combined seniority accumulated from Sections I or VI-B will retain this seniority for use in Section III-B. Current Section III-B employees who have combined seniority (Sections I or VI-B) may use their combined seniority to exercise seniority over employees in Section III-B.
- 5. In the event of a layoff and/or job abolishment, current employees in Section III-B will retain their accumulated Section seniority (applicable to employees from Section I and VI-B only) and may use this seniority to exercise seniority over employees in Section I or VI-B (whichever is applicable), pursuant to the terms of Exhibit "K" in the Memorandum of Agreement.
- The term, "current employees," is defined as employees that are in Section III-B on or before January 1, 2012 that transferred to Section III-B from Sections I and VI-B.
- Management agrees not to abolish jobs for the purpose of forcing employees to move from either Section I or VI-B to Section III-B.

### Covering Employees in TRANSMISSION

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### Core Safety Beliefs

- Safety takes precedence over all other requirements.
- Safety is a personal value.
- All hazards can be controlled.
- The "Spirit of Safety" is constant.



